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AT SEATTLE  
CLERK U.S. DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
BY DEPUTY

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

MATTHEW J. LOEWEN, a.k.a.  
MATT LOEWEN, a.k.a. JAMES  
MATTHEW LOEWEN, individually  
and d.b.a. Vehicle Stars, as director or  
officer of 0803065 B.C. Ltd, 0881046 B.C.  
Ltd, and ReadyPay Services Inc., and as  
managing member of Xavier Processing  
Services, LLC;

0803065 B.C. LTD, a Canadian  
corporation, also d.b.a. Auto Marketing  
Group;

0881046 B.C. LTD, a Canadian  
corporation, also d.b.a. Secure Auto Sales;

READYPAY SERVICES, INC., a  
corporation, and

XAVIER PROCESSING SERVICES,  
LLC, a limited liability company,

Defendants.

Case No. 12-CV-1207-MJP

PLAINTIFF'S EXHIBITS IN SUPPORT  
OF MOTION FOR TEMPORARY  
RESTRAINING ORDER, OTHER  
EQUITABLE RELIEF AND ORDER  
TO SHOW CAUSE RE PRELIMINARY  
INJUNCTION

VOL. I

FILED UNDER SEAL



12-CV-01207-EXH

**TRO EXHIBITS**

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**DECLARATION OF ALIN DINCA**

Pursuant to 28 U.S.C. §1746

ORIGINAL

1. My name is Alin Dinca and I reside in Portland, Oregon. The following facts are known to me personally, and if called as a witness, I could and would competently testify thereto.

2. On September 15 of 2010 I posted my wife's car, a Lexus SUV, for sale on Craigslist.com. I listed an asking price of \$26,000.

3. Within a few hours of my ad appearing on the website, I received a phone call. I noticed that the call came from a blocked number, but I didn't think too much about it since I figured it was probably just someone who was interested in my car. When I answered the phone, the caller told me that she represented an auto financing company, AMG Financial ("AMG"). She said that AMG had a buyer for my car who was willing to pay full price. I was surprised that there was a buyer so quickly after the ad posted, but the phone representative was very convincing. She said that the buyer was ready to close the deal and was already approved for financing through AMG. All I needed to do, according to the AMG representative, was to pay a \$500 "refundable deposit" in order to secure the deal.

4. I asked her why I needed to pay \$500, and who the money would be going to. She told me that the deposit was necessary to show that I was "serious," and to ensure that I sold the car to AMG's buyer and didn't sell it to someone else while the deal was in process. She said that it was fully refundable in the event that the sale failed through no fault of mine, such as the buyer backing out. This made sense to me, and the AMG

Dinca Declaration

representative sounded very professional and believable. In addition, I understood that the \$500 was just a deposit, and that it would be reimbursed either upon completion of the sale or if their buyer didn't follow through.

5. I told the representative that I was willing to pay the deposit over the phone using my US Bank Visa card. She then told me that she would transfer me to another person who would take my credit card information and verify that I had agreed to the deal.

6. At this point I was transferred to another individual named Vince. This person told me that the call would be recorded for verification purposes. He then began talking about two "fees" that I had agreed to. He said that I would be charged two separate fees, one for \$399 and one for \$99. I tried to break in and ask him what he meant by "fee" - I had understood in the earlier conversation that I was agreeing to pay a refundable deposit, not a fee. I began to be a bit concerned when the representative would not directly answer my questions about the issue of a "fee" versus a "deposit."

7. Overall, though, the rest of what he was telling me sounded like what the previous representative had told me: that there was a buyer who was ready to pay the full price for my wife's car, as soon as I allowed AMG to put the \$500 charge on my credit card. I decided to go ahead with the charge. I figured that it was worth the risk of not getting the \$500 refunded if it meant that I had a guaranteed full-price buyer.

8. I gave my credit card information to an AMG representative. I believe this happened during the conversation with Vince, though it's possible that I was transferred to a third representative.

9. About twenty minutes after the phone call with AMG I began to have my doubts. Something about the way Vince seemed to have been avoiding my questions just didn't sit right with me. I felt like he was talking over me, and never precisely addressing my questions.

10. I called back at the phone number they had given me (888-760-3426) and told the AMG representative that I was not confident with the transaction and wanted to cancel everything. The person I spoke with asked me to hold and transferred me to another representative, but when I explained the situation to him, he put me back on hold and transferred me to yet another representative. I was transferred several times, without anyone saying that they would help me, until finally the call was just disconnected while I was holding.

11. I knew at this point that I was dealing with a crooked business. I did an internet search on "AMG" and found many complaints that the company was a scam, and I also saw that the company was based in Las Vegas, not a local company as I had thought. I immediately went to a branch of US Bank to ask them to stop the transaction. The bank representative apologized but said that they couldn't do anything while the charge was pending. I would have to wait until it was posted to my account, and then dispute it.

12. I then checked my email account and found that AMG had sent me a "confirmation letter" which described a service that sounded very different from what I had been told over the phone. It explained that I needed to activate an account and provide my car's VIN and other information at AMG's website, so that they could begin marketing it for sale. A true and correct copy of this (and the subsequent series of emails described in the following paragraphs) is attached to this declaration as Attachment A.

13. I was already upset from my conversation with AMG, and I immediately wrote back saying, "You have told me that you are a financing company and you have a client for my car and I need to pay a \$500 refundable security deposit to close the deal." What followed was a series of emails between me and AMG in which I described how the AMG phone representative had sold their service to me: she didn't say that I was paying to have them market my car, but instead told me that they already had a buyer who wanted to purchase it. I explained that I felt I had been scammed and wanted my money back. Some of AMG's email responses seemed to blame me for the confusion, saying that I had agreed to the marketing fees in a recorded conversation. In other emails, the AMG representative stated that they did actually have a buyer lined up: "We will not be canceling this transaction, and are expecting the sale to be resolved soon."

14. On September 16, 2010, I filed a complaint with the Federal Trade Commission. A true and correct copy of this complaint is attached as Attachment B.

15. Sometime in early October of 2010 I called AMG again to request a refund. This time I asked for Vince (the name of the "verification officer who processed [my] transaction," according to AMG's emails. I explained the situation to him and he said that he would refund my money - both the \$399.99 general fee and the \$99.95 "protection plan" fee. I took him at his word and waited to see when the refund would be applied to my credit card.

16. I waited for about two weeks, checking my card balance every few days, and finally began to suspect that Vince had lied about the refund. I wrote back one last time to ask when I would get the refund, hoping that I might still have a chance of getting my money back (see: Attachment A).

17. Sometime in the next month or so I called US Bank Cardmember Services and filed a dispute over the phone. I noticed in early January of 2011 that US Bank had credited my account for \$399.99 and \$99.95, the amounts that AMG had charged.

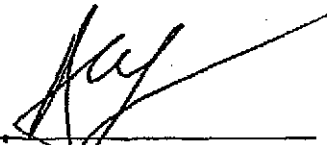
18. I did not hear anything further from AMG either by email or phone.

19. In mid-February of 2011 I received two nearly identical packets from US Bank. Each packet contained a letter from US Bank along with copies of documents from AMG. The letters, from US Bank's Cardmember Services, stated that they were not able to assist me with my dispute regarding AMG and that they had removed the provisional credits (\$399.99 per the first letter, \$99.95 per the second letter) from my account. Included in each packet were identical documents, apparently sent from AMG to US Bank in response to my dispute, outlining AMG's refund policy. I had never seen the refund policy document before. A true and correct copy of one of these packets, including the letter and associated documents, is attached to this declaration as Attachment C.

20. To this day I have not received any money back from AMG, and I ended up selling the car myself with no help from them. I feel that they lied to me when they described their service and their fee, and that they led me to believe that they were a financing company rather than a marketing company. I would never have agreed to pay someone hundreds of dollars to market my car when I can (and have) easily marketed it myself for free, and I certainly wouldn't have paid a Las Vegas company to market it when I live in Portland, Oregon.

I swear or affirm under penalty of perjury that to the best of my knowledge and belief the foregoing is true and accurate.

Dated: 05/31/2011

  
\_\_\_\_\_  
Alin Dineu

*Alin Dineu.*



**From:** Alin Dinca [REDACTED]  
**Sent:** Thursday, April 07, 2011 2:11 PM  
**To:** Brannon-Quale, Amy  
**Subject:** Fwd: AMG Confirmation Email

**Attachments:** AMG Terms and Conditions.pdf  
Hi Amy,

Here's the conversation I had with this company. I still did not get my money back.

I will mail you the paperwork US BANK sent me also.

Thanks,  
Alin.

**Forwarded conversation**  
**Subject:** AMG Confirmation Email

**From:** Auto Marketing Group <sales@automarketinggroup.com>  
**Date:** Wed, Sep 15, 2010 at 2:57 PM  
**To:** [REDACTED]

Our logo



## CONFIRMATION LETTER

**Dear Alin Dinca,**

Thank you for choosing the Auto Marketing Group for the sale of your vehicle. You have already completed the first step and created your profile with your agent. This is your confirmation email and information that you need to activate your account.

To initiate the rest of this process, please immediately sign in to your account with the details below, and register the VIN number that your money back guarantee will be active on. **You must complete this process within 7 days of registering to be eligible for the money back guarantee**, as we need to ensure that we are able to perform our duties within a proper time frame. We reserve the right to perform a car fax on all vehicles registered, to verify that they are in the condition noted. Please update your profile with full pictures, and check the options that are on your vehicle.

Dinca Attachment A

Company information:

Toll Free: 1-888-760-3426 Monday-Friday 9am-5pm PST

Website address: [www.automarketinggroup.com](http://www.automarketinggroup.com)

Email: [customerservice@automarketinggroup.com](mailto:customerservice@automarketinggroup.com)

Transaction information:

Verification code: 669873501

General fee: 399.99

Receipt number: 029862

Protection plan fee (if accepted: ) 99.95

Protection plan receipt number: 000824

\* All prices quoted are in USD regardless of the country you are registering from.

\* Canadian customers are charged GST or HST wherever applicable. This is included in the above prices.

Membership information:

Username: REDACTED

Password: REDACTED

Listing ID: 14263

Locality: BEAVERTON

Regards,

**AMG Customer Service**

-----  
From: Alin Dinca REDACTED

Date: Wed, Sep 15, 2010 at 4:44 PM

To: Auto Marketing Group <[sales@automarketinggroup.com](mailto:sales@automarketinggroup.com)>, [customerservice@automarketinggroup.com](mailto:customerservice@automarketinggroup.com)

Please cancel all transactions, I did not sign up for any of these!

You have told me that you are a financing company and you have a client for my car and I need to pay a \$500

Dinca Attachment A

refundable security deposit to close the deal.

I did not authorize any advertisement fees! You are not credible and I want to cancel everything!

ALIN DINCA.

--  
Alin Dinca

REDACTED

REDACTED

-----  
From: Customer Service <customerservice@automarketinggroup.com>

Date: Wed, Sep 15, 2010 at 4:49 PM

To: Alin Dinca <REDACTED>

You agreed to the charges in a recorded conversation.

--  
Regards,

The Auto Marketing Group  
[www.automarketinggroup.com](http://www.automarketinggroup.com)  
1-888-760-3426

-----  
From: Alin Dinca <REDACTED>

Date: Wed, Sep 15, 2010 at 4:59 PM

To: Customer Service <customerservice@automarketinggroup.com>

I DID NOT AGREE TO ANY FEES!

YOU( CHRIS) HAVE TOLD ME THAT YOU HAVE A CLIENT FOR MY CAR AND I HAVE TO PAY A SECURITY DEPOSIT TO CLOSE THE DEAL!

I HAVE AGREED TO A REFUNDABLE SECURITY DEPOSIT NOT TO ANY ADVERTISEMENT FEES!

I WANT TO CANCEL THE TRANSACTIONS AND OUR AGREEMENT, IT'S BEEN ONLY A COUPLE OF HOURS!

I HAVE ALSO CALLED CHRIS, EXTENSION 212, AND REQUESTED TO CANCEL EVERYTHING!

PLEASE CANCEL EVERYTHING!

-----  
From: Alin Dinca <REDACTED>

Dinca Attachment A

Date: Wed, Sep 15, 2010 at 6:09 PM  
To: Customer Service <customerservice@automarketinggroup.com>

Please respond to me so I know what to do next. Will you cancel the transactions and refund me the money? Yes or No please.

Thanks,  
Alin Dinca.

-----  
From: Customer Service <customerservice@automarketinggroup.com>  
Date: Thu, Sep 16, 2010 at 9:39 AM  
To: Alin Dinca [REDACTED]

Dear Alin

We have reviewed the recorded conversation, and discussed the situation with Vince (the verification officer who processed your transaction), and he did advise you of the Advertising fee. You were asked if you understood and approved these charges, and you said yes. Please understand, We do have a client for your vehicle and we are working towards completing the financing. Any and all vehicles that are listed with our company are advertised to make sure that we always have a pool of buyers interested in your vehicle. We will not be canceling this transaction, and are expecting the sale to be resolved soon

-----  
From: Alin Dinca <[REDACTED]>  
Date: Thu, Sep 16, 2010 at 11:28 AM  
To: Customer Service <customerservice@automarketinggroup.com>

You guys are a scamming company. You have tricked me into signing up for something that I do not want. You have told me that this will be a refundable security deposit. The lady that called me first said she's from "AMG Financial", then Chris said that he was authorized by his client to pay up to 26,000 for my car. Just make a \$500 deposit to make sure the deal is sealed, he said. Then I see on my card account that those are fees for advertising with you guys. Then he started lying that it takes 72 hours to get the vehicle history report, and when I mentioned Carfax he asked me if I have one to give it to him. Lie after lie after lie.

All the conversations I had with all of you were meant to fool me to sign up for services that I do not want and need.

I cannot and do not want to wait until you are completing anything.

I have clients locally that want to make a cash deposit to hold the car for them. I cannot wait for a Las Vegas based company to find buyers for me, and pay \$500 for that.

I am filing complaints with FTC Bureau of Consumer Protection, the Nevada Attorney General and Consumer Advocate, the Bureau of Consumer Protection (BCP), Nevada Better Business Bureau.

Have a nice day!

-----  
Dinca Attachment A

From: Alin Dinca <[REDACTED]>

Date: Mon, Oct 18, 2010 at 5:00 PM

To: Auto Marketing Group <sales@automarketinggroup.com>. customerservice@automarketinggroup.com

I have spoken with Vince a couple of weeks ago and he has promised he will return the money to my card (General fee: 399.99 plus the Protection plan fee: 99.95).

I did not receive the money yet.

Please call me at [REDACTED] or email at [REDACTED] and let me know what happened and when I will receive my money.

Thanks,  
Alin Dinca.

Alin Dinca  
[REDACTED]  
[REDACTED]  
[REDACTED]

Dinca Attachment A

**Record Details**

CSN

**ABOUT RECORD DETAILS**

PRINT

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**Consumer Sentinel Network Complaints**

Record # 1 of 17 Consumer Sentinel Network Complaints

<b>Reference Number:</b>	27671119	<b>Originator Reference Number:</b>	
<b>Language:</b>	English	<b>Contact Type:</b>	Complaint
<b>Source:</b>	Consumer	<b>DNC?</b>	N
<b>Comments:</b>	First of all, they are all over the internet in reviews and complainants about fooled people like myself. They used to be called Auto Sellers Network, here's my story, very similar with many others' on the web: They have seen an ad I've placed on Autotrader.com with a car for sale and have called me as a financing company, AMG Financing, that their client wants to pay full price and that I have to put down \$500 refundable security deposit to seal the transaction. Actually they trick you into signing up for a \$500 advertisement program to sell your car through them. Called them 10 minutes later to cancel, wrote them a lot of emails, did not want to refund the money anymore.		
<b>Entered By:</b>	FTCCIS-FTCUSER	<b>Entry Date:</b>	9/16/2010
<b>Updated By:</b>		<b>Updated Date:</b>	
<b>Complaint Source:</b>	PUBLIC USERS - CIS	<b>Product Service Code:</b>	Multi-Level Mktg\Pyramids\Chain Letters
<b>Amount Requested:</b>	\$500.00	<b>Amount Paid:</b>	\$500.00
<b>Payment Method:</b>	Visa Credit Card	<b>Agency Contact:</b>	Internet
<b>Complaint Date:</b>	9/16/2010	<b>Transaction Date:</b>	9/15/2010
<b>Initial Contact:</b>	Phone Call: Mobile/Cell	<b>Initial Response:</b>	Phone: other
<b>Statute/Rule:</b>	Telemarketing Sales Rule	<b>Law Violation:</b>	
<b>Topic:</b>		<b>Dispute with Credit Bureau?:</b>	
<b>Dispute with Credit Bureau - Responded?:</b>		<b>Dispute with Credit Bureau - Resolved to Satisfaction?:</b>	
<b>Consumer</b>			

Disca Attachment B

<b>Complaining Company/Org.:</b>	
<b>First Name:</b> ALIN	<b>Last Name:</b> DINCA
<b>Address 1:</b> REDACTED	<b>Address 2:</b>
<b>City:</b> Beaverton	<b>State/Prov:</b> Oregon
<b>ZIP:</b> 97007	<b>Country:</b> UNITED STATES
<b>Home Number:</b> REDACTED	<b>Work Number:</b> REDACTED
<b>Fax Number:</b>	<b>Ext:</b>
<b>Email:</b> REDACTED	<b>Age Range:</b> 30 - 39
<b>Subject</b>	
<b>Subject:</b> Auto Marketing Group	
<b>Address:</b> 7260 West Azure Dr #140-762	
<b>City:</b> Las Vegas	<b>State/Prov:</b> Nevada
<b>ZIP:</b> 89130	<b>Country:</b> United States
<b>Email:</b> customerservice@automarketinggroup.com	<b>URL:</b> http://www.automarketinggroup.com/
<b>Area Code:</b> 888	<b>Phone Number:</b> 7603426
<b>Ext:</b>	
<b>Representative Name:</b>	<b>Title:</b>

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Provided by the Federal Trade Commission

**CARDMEMBER SERVICE**

P.O. Box 6335  
Fargo, ND 58125-6335

February 14, 2011

Case Number: 1784529DEC10

ALIN F DINCA

REDACTED

BEAVERTON OR 97007-5100

Account number ending with: RED

Dear ALIN F DINCA :

Thank you for contacting Cardmember Service regarding your dispute with AUTOMARKGRP888549200 in the amount of \$399.99. On 12/29/10 we issued provisional credit to your account for this transaction.

In reviewing the documentation that has been supplied, it has been determined that we are unable to assist you in resolving this dispute, as you received the services represented by the transaction. It is unfortunate that the services received did not meet your expectations, but we have no recourse to obtain a refund for you. If you still wish to dispute this matter we suggest you contact the merchant directly.

Due to the above circumstances, we will debit the previously credit amount of \$399.99 from your checking account as of the date of this letter. As a consumer you have the right to receive copies of the information used to reach this resolution.

We will honor checks, drafts, or similar instruments payable to third parties and preauthorized transfers from your account, without charge to you as a result of an overdraft fee, for 5 business days after this notification.

If you have any questions or concerns regarding this matter please contact us at the number listed below. We appreciate the opportunity to be of service to you and apologize for any inconvenience this may have caused you.

Sincerely,

Delea  
Cardmember Service Representative  
Direct 701-461-4422  
Toll Free 1-800-254-9874 EXT. 4614422  
Fax 1-866-229-9625

Cardmember Service P.O. Box 6335, Fargo, ND 58125-6335.

Dinca Attachment C



## AUTO MARKETING GROUP

MERCHANT#

2316

CASE #

1101411257

CLIENTS NAME:

Alin Dinca

To Whom It May Concern,

We first spoke with Alin Dinca on September 15<sup>th</sup>, 2010 at 2:15pm. A proposal email was sent on September 15<sup>th</sup>, 2010 at 2:22pm. Client was sent to our Verification Department on September 15<sup>th</sup>, 2010 at 2:36pm. A confirmation email including the transaction date and membership information was sent on September 15<sup>th</sup>, 2010 at 2:57pm. Every client is sent a confirmation email with their username and password after they have signed up with our company. Attached in this dispute is evidence of all of the above and a copy of the clients profile which lists personal information provided to us by the client, i.e.: home address, phone number and vehicle details etc. As well we have included a copy of our verification script which we use for clients who place orders through our toll free phone number. Our company requires each client to log into the website, agree to our terms and conditions, enter in their VIN number and upload a minimum of one photo. A reminder email was sent to Mr. Dinca on September 16<sup>th</sup>, 2010 at 12:43pm. Client has not accepted the terms and conditions and the ad expired on December 14<sup>th</sup>, 2010.

In this package you will find the following:

- Company Fax Cover Sheet (page 1)
- Documentation sent by your company (page 2/3/4)
- Company Proposal Dispute (page 5)
- Proposal Email to the Client (page 6)
- Verification Script (page 7)
- Confirmation Email (page 8/9)
- Reminder Email (page 10)
- Clients Profile - HIGHLIGHTED IP ADDRESS (page 11/12)
- Terms and Conditions (page 13/14)
- Clients Vehicle Ad (page 15)

Sincerely,

Katherine Walcz

Auto Marketing Group

1-888-760-3436 Ext 249

Received on 01/28/2011 15:43:26 5/16

Dinca Attachment C

Written: 2010-09-15 17:21:49  
Approved/Sent: 2010-09-15 17:22:05  
To: REDACTED  
Subject: re: 2005 Lexus RX (from AMG Marketing/Financing)

**Hi Alin,**

Thank you for taking time with me to go over our service.

My extension is 209 at 1-888-760-3426.

Here is a summary:

- Cost of our service: \$400 advertising fee + \$100 AMG Guarantee (both net of GST)
- AMG Guarantee: if we do not sell your vehicle within our maximum 12 week period, we will refund the advertising fee.
- We will scan for finance clients while your vehicle is in our registry

We will require you to send us the VIN and a minimum of one photo so that we can show the photos to interested parties, as well as run the VIN to ensure a clean vehicle history.

We advertise with CanWest global media (National Post, Ottawa Citizen, Calgary Herald, Edmonton Journal), Car and Driver, Wal-Mart, AOL Canada.

If you have any questions please do not hesitate to call customer service or myself.

**Regards,**

**Tianna Lillies**

**Junior Account Manager**

**Auto Marketing Group**

**1-888-760-3426 x 209**

You are receiving this email as a direct result of your communication with one of our agents. No unsolicited emails are sent by our company, and no emails will follow unless you request information. If you have any questions about our privacy policy, use of emails, or would like to be added to our 'Do Not Call' list, please contact customer service at 1-888-760-3426

Received on 01/28/2011 15:43:26 6/16  
Dinca Attachment C

Written: 2010-09-15 14:57:04  
Approved/Sent: 2010-09-15 14:57:14  
To: **REDACTED**  
Subject: AMG Confirmation Email

## ***Auto Marketing Group***

# CONFIRMATION LETTER

**Dear Alin Dinca,**

Thank you for choosing the Auto Marketing Group for the sale of your vehicle. You have already completed the first step and created your profile with your agent. This is your confirmation email and information that you need to activate your account.

To initiate the rest of this process, please immediately sign in to your account with the details below, and register the VIN number that your money back guarantee will be active on. **You must complete this process within 7 days of registering to be eligible for the money back guarantee**, as we need to ensure that we are able to perform our duties within a proper time frame. We reserve the right to perform a car fax on all vehicles registered, to verify that they are in the condition noted. Please update your profile with full pictures, and check the options that are on your vehicle.

**Company information:**

**Toll Free: 1-888-760-3426 Monday-Friday 9am-5pm PST**

**Website address: [www.automarketinggroup.com](http://www.automarketinggroup.com)**

Received on 01/28/2011 15:43:26 8/16  
Dinca Attachment C

Email: customerservice@automarketinggroup.com

Transaction information:

Verification code: 669873501

General fee: 399.99

Receipt number: 029862

Protection plan fee (if accepted :) 99.95

Protection plan receipt number: 000824

\* All prices quoted are in USD regardless of the country you are registering from.

\* Canadian customers are charged GST or HST wherever applicable. This is included in the above prices.

Membership information:

Username: [REDACTED]

Password: [REDACTED]

Listing ID: 14263

Locality: BEAVERTON

Regards,

**AMG Customer Service**

Received on 01/28/2011 15:43:26 9/16  
Dinca Attachment C

Written: 2010-09-18 12:42:34

Approved/Sent: 2010-09-18 12:43:38

To: REDACTED

Subject: You still need to activate your profile at AMG **\*\*IMPORTANT\*\***

Dear Alin Dinca,

You are receiving this email because you have not yet signed in to your account.

Signing in to your account and entering your VIN is required before we can sell your vehicle.

Please also upload your photos to your account and verify the details of the profile at the same time. Often our profiling team will leave your vehicle options unchecked as to not make any errors.

Your username: REDACTED

Your password: REDACTED

[Click here to go to our sign in page](#)

Please call us if you need assistance. 1-888-760-3426

Customer service is open from 9am until 5pm PST (12 noon until 8pm BST)

Regards,

**AMG Customer Service**

Received on 01/28/2011 15:43:26 10/16

Dinca Attachment C

28/01/2011

Auto Marketing Group - Helping you buy...

Administrative Tools		Client List	
<ul style="list-style-type: none"> <li>Secure Home</li> <li>System Users</li> <li>Content Manager</li> <li>Leads               <ul style="list-style-type: none"> <li>Manage Locations</li> </ul> </li> <li>Vehicle Details               <ul style="list-style-type: none"> <li>Types</li> <li>Make</li> <li>Models</li> <li>Doors</li> <li>Drive</li> <li>Transmissions</li> <li>Seat Types</li> <li>Condition</li> <li>Power Options</li> <li>Entertainment</li> <li>Features</li> <li>Other Options</li> <li>Engine Type</li> </ul> </li> <li>Master               <ul style="list-style-type: none"> <li>Send Info Package</li> <li>Manage Mailout</li> </ul> </li> <li>Buyers               <ul style="list-style-type: none"> <li>Integrated Vehicle</li> <li>Dealers</li> <li>Buyer Packages</li> </ul> </li> <li>Sales Sheet               <ul style="list-style-type: none"> <li>Payment Option Manage</li> <li>Process Type Manage</li> </ul> </li> <li>SalesSheet Verification</li> <li>Process SalesSheet</li> <li>Sales Log</li> <li>Client List               <ul style="list-style-type: none"> <li>Request Refunds</li> </ul> </li> <li>Charge Backs</li> <li>Sales Agents               <ul style="list-style-type: none"> <li>Lead Mail Change Own</li> <li>Add Mobile Login</li> <li>Remove Agent Callbacks</li> </ul> </li> <li>View Ads &amp; Upload</li> <li>Pictures               <ul style="list-style-type: none"> <li>Ad Lists                   <ul style="list-style-type: none"> <li>Full Approvals</li> <li>Download</li> <li>30 Day Expiry</li> <li>Deletion Approvals</li> </ul> </li> </ul> </li> <li>Offline               <ul style="list-style-type: none"> <li>SalesSheet</li> <li>Deleted Credit Cards</li> </ul> </li> <li>Performance Report               <ul style="list-style-type: none"> <li>Charge Backs Report</li> <li>Deleted Sales Report</li> <li>Method of Payment Report</li> <li>Processing Type Report</li> <li>Refunds Report</li> <li>Sales Report</li> </ul> </li> </ul>		<div>14263</div> <div>Sales Sheet</div> <div>Sale Date 09/15/2010</div> <div>Agent HOUSE HOUSE</div> <div>First Name * <input type="text" value="Ali"/></div> <div>Last Name * <input type="text" value="Dina"/></div> <div>Phone Number * <input type="text" value="REDACTED"/></div> <div>Cell Phone <input type="text" value=""/></div> <div>E-mail Address * <input type="text" value="REDACTED"/></div> <div>Address <input type="text" value="REDACTED"/></div> <div>City * <input type="text" value="BEAVERTON"/></div> <div>Province * <input type="text" value="Oregon"/></div> <div>Zip/Postal Code <input type="text" value="97007"/></div> <div>UserName * <input type="text" value="REDACTED"/></div> <div>Password * <input type="text" value=""/></div> <div>Confirm Password * <input type="text" value=""/></div> <div>Refund Policy <input type="checkbox"/> Not yet accepted online (May not have signed in since introduction July 28 2010)</div> <div>Vehicle Details</div> <div>Vehicle Type <input type="text" value="Cars"/></div> <div>Year * <input type="text" value="2005"/></div> <div>KMS/Mileage * <input type="text" value="22548 Miles"/></div> <div>Make <input type="text" value="Lexus"/></div> <div>Doors <input type="text" value="4 Doors"/></div> <div>Model <input type="text" value="RX"/></div> <div>Engine Type <input type="text" value="Gas"/></div> <div>Drive <input type="text" value="AWD"/></div> <div>Transmissions <input type="text" value="Automatic Transmission"/></div> <div>Exterior Colour <input type="text" value="Silver"/></div> <div>Interior Colour <input type="text" value="Light Grey"/></div> <div>Seat Type <input type="text" value="Leather"/></div> <div>Condition <input type="text" value="Like New"/></div> <div>Power Options <input type="checkbox"/> Brakes <input type="checkbox"/> Locks <input type="checkbox"/> Mirrors <input type="checkbox"/> Seats <input type="checkbox"/> Steering <input type="checkbox"/> Sunroof <input type="checkbox"/> Windows</div> <div>Entertainment <input type="checkbox"/> AM <input type="checkbox"/> CD <input type="checkbox"/> DVD <input type="checkbox"/> FM <input type="checkbox"/> MP3 <input type="checkbox"/> Satellite</div> <div>Features <input type="checkbox"/> Garage Kept <input type="checkbox"/> Lady Driven <input type="checkbox"/> Non-Smoker</div> <div>Other Options <input type="checkbox"/> ABS <input type="checkbox"/> Air <input type="checkbox"/> Alarm <input type="checkbox"/> Cruise <input type="checkbox"/> Foglamps <input type="checkbox"/> Heated Mirrors <input type="checkbox"/> Heated Seats <input type="checkbox"/> Memory Seats <input type="checkbox"/> Remote Entry <input type="checkbox"/> Remote Start <input type="checkbox"/> Tint</div> <div>Records/Receipts <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</div> <div>Vehicle Description <input type="text" value="Premium Package, Navigation System, Backup Camera, Genuine wood inlays, Power seats, Leather Trim Interior, One-Touch Open/Close Moon-roof, All Wheel Drive, and much more! Electronic"/></div> <div>Payment Details</div> <div>Asking Price <input type="text" value="\$24998"/></div> <div>General Fee <input type="text" value="\$1-0.05"/></div> <div>Gst <input type="text" value="\$0"/></div> <div>*Canadian customers only.</div>	

automarketinggroup.com/./index.cfm

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28/01/2011

Auto Marketing Group - Helping you buy...

Matched Buyer/Seller Report

CreditCard Applicants

Financing Applicants

Dealers

• Dealer Vehicles

Logout

Logout

Total Payment \$1488.94

Payment Type ☒ American Express ☐ Cash ☐ MasterCard ☐ Paypal ☐ Visa

Credit Card Name Am F Lines

Credit Card Number

REDACTED

Expiry Date

REDACTED

CVV/CID#

REDACTED

Genie#

009070801

Verified by

Vince Buchner

Authorize#

028882/000824

Processing Type

American Express

Previous Comments

07/16/10

client is confused about service, will clarify and refund fully - V

07/15/10

Opener Jasmine Davidson closer Eric Lamond ad trans 029862 app trans

000824

VERTEX PROF ID 37391

Previous Callback Comments

Comments:

Add Comment

Back

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automarketinggroup.com/.../index.cfm

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TRO EXH 1

21

#### Auto Marketing Group Refund Instructions



#### 90-Day Money Back Guarantee Terms and Conditions.

At Auto Marketing Group we understand that selling a vehicle can be expensive and at times frustrating. Auto Marketing Group has decided to give advertising a greatly needed refreshing change that will eliminate the costly expenses and unnecessary headache. When you sign up with AMG you will be given the option to guarantee your services. We have a set advertising cost and are able to calculate the odds of your vehicle selling within our 90 day time frame. If you accept our offer to guarantee the sale, you will be charged a separate non-refundable fee on your advertising. The surcharge is of course non-refundable however the advertising fee is fully refundable if your vehicle is not sold. This makes sure that if for any reason your vehicle does not sell that you aren't left holding the bag and a stack of useless advertising bills. The refund of your advertising is subject to those who purchase the guarantee plan and are subject some terms and conditions. The following shows our guarantee limitations for eligibility.

Amendment to our policy effective July 28, 2010

Effective on July 28, 2010, instead of sending us your vehicle details via our refund registration process, you can instead meet this requirement by signing in to your account after registration, and choosing to accept the money back guarantee online.

Upon sign in, you will be presented with a form to enter your VIN and accept the money back guarantee and privacy policy.

The VIN must be valid, and you must register and accept the money back guarantee within 7 calendar days of account creation, to be eligible.

We will still accept the registration form listed at the bottom of this page.

Each condition must be met for eligibility:

- Your Auto Marketing Group listing must be active on the [www.automarketinggroup.com](http://www.automarketinggroup.com) website for 90 consecutive calendar days.
- The advertised vehicle must still be for sale, and unsold, as of the date the Refund Request is submitted and the vehicle's title must be in the original Seller's name or in the name of a lien holder on the Seller's behalf.

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- The advertised vehicle as originally listed must be competitively priced, consistent with the vehicle's quality, comparable vehicles of the same condition, manufacture, similar year, make and model, and overall market conditions, in order to qualify for guarantee.
- The Seller must have uploaded 1 picture at minimum within 14 calendar days of the listing date to qualify for the guarantee.
- At the request of Auto Marketing Group, you may be required to provide written proof that you still own title to your vehicle from your state or provincial department of motor vehicles.

#### **Refund Process**

To qualify for the Guarantee, you must send in the refund form by certified post, postmarked within seven calendar days of advertisement with Auto Marketing Group. The refund form can be mailed to our national mail box. Refund forms will not be accepted by email, fax, or by phone. The refund form is located at the bottom of this page.

After submitting the refund form, must send in your request for a refund at the end of the 90 days. Refund Requests must also be sent via certified postal mail within seven calendar days following the 90-day Guarantee period. Requests will not be accepted via email, fax, or over the phone. The Refund Request form is located at the bottom of this page.


The Refund Request form must be notarized and include, a statement showing that your vehicle is still in your possession, and has not been sold, or traded. The advertised vehicle must be currently for sale, and include a copy of the title dated within the refund request period. If title is not available, provide an official mailed document from lien/title holder stating that the title of the vehicle remains in the original Seller's name from time of placed advertisement.

Auto Marketing Group has complete discretion to determine whether the requirements for the Guarantee have been met.

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**Auto Marketing Group**

 **How Much is Your Car Worth?**  
Find out with our free car evaluation

Login

LOGIN

Home

About Us

Buy Used Cars

Sell

Financing

FAQ

Press

Refund Form

Contact Us

Contact Us

Thousands of used cars

New advertisements  
added and sold daily**Our Services**

FIND MY AD

FREE CAR EVALUATION

PAYMENT CALCULATOR

**Recently Added Cars**

2005 TOYOTA HIGHLANDER

2005 HONDA CIVIC

2004 INFINITI G35

2006 BMW 325i

2008 MERCEDES C300

1993 HYUNDAI TIBURON

2007 DODGE CHARGER

2007 HONDA RIDGELINE

**Listing Details****2005 Lexus RX**

Asking Price: \$24,990.00

I'M INTERESTED

FINANCE NOW

Premium Package, Navigation System, Backup Camera, Genuine wood inlays, Power seats, Leather Trim Interior, One-Touch Open/Close Moon-roof, 18 Wheel Drive, and much more!  
Electronic AM/FM radio Cassette CD player Lexus AM/FM/Cassette/CD Radio data system  
Interior Air conditioning Front dual zone A/C Power driver seat Power passenger seat Power  
steering Steering wheel mounted audio controls Automatic temperature control Speed control  
Driver door bin Driver seat mounted armrest Driver vanity mirror Front cup-holders Front reading  
lights Garage door transmitter Home-Link Genuine wood console insert Genuine wood door  
panel insert Illuminated entry Leather shift knob Leather steering wheel Outside temperature  
display Overhead console Passenger door bin Passenger seat mounted armrest Passenger  
vanity mirror Power TM/Telescoping Steering Wheel w/Memory Power windows Rear seat center  
armrest Split folding rear seat Trip computer Wood & Leather Steering Wheel & Shift Knob  
Bucket Seats Leather Trim Interior Safety ABS brakes Adjustable head restraints: driver and  
passenger w/tilt Brake assist Dual front impact airbags Dual front side impact airbags Four wheel  
independent suspension Front anti-roll bar Knee airbag Low tire pressure warning Occupant  
sensing airbag Overhead airbag Panic alarm Rear anti-roll bar Security system Speed-sensing  
steering Traction control Exterior Multi-Panel Moon-Roof One-Touch Open/Close Moon-roof Power  
Rear Door Delay-off headlights Front fog lights Fully automatic headlights High Intensity  
Discharge (HID) Headlamps Auto-dimming door mirrors Auto-dimming rearview mirror and more!

**Additional Details****Available Options**

Year: 2005  
Make: Lexus  
Transmission: Automatic Transmission  
KM/MI/Mileage: 22548 Miles  
Doors: 4 Doors  
Driver: AWD

www.automarketinggroup.com/details.cfm

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28/01/2011

2005 Lexus RX

Engine: Gas  
Exterior Colour: silver  
Interior Colour: light grey  
Condition: Like New  
Seats: Leather

Photos for this Vehicle Have Not Been Uploaded Yet

VIEW INTERESTED

FINANCE NOW

AUTO MARKETING GROUP © 2011 ALL RIGHTS RESERVED | [PRIVACY POLICY](#)

[www.automarketinggroup.com/details.cf...](http://www.automarketinggroup.com/details.cf...)

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ORIGINAL

**DECLARATION OF DAVID GAJDOSIK**

1. My name is David Gajdosik and I reside in Wasaga Beach, Ontario, Canada. The following facts are known to me personally and, if called as a witness, I could and would competently testify to them.

2. Sometime in mid-2009, I listed my motorcycle, a 2005 Honda Shadow, for sale on Buysell.com, an online classified advertisement website. My listing price for the motorcycle was \$6,700.

3. By January of 2010, I had not yet found a buyer for my motorcycle. Sometime in January, a man, whose name I do not remember, called me at my home phone number about my ad. The man identified himself as a representative for Auto Marketing Group ("AMG"). He said he had noticed that my motorcycle ad had been posted for awhile and assumed that I had not successfully attracted a buyer since my ad was still posted.

4. The man said AMG could do a better job than Buysell.com at selling my motorcycle, because AMG was affiliated with several different online advertisement groups that advertised on over sixty online publications. I cannot recall the names of any of the places that he told me AMG could advertise my motorcycle on, except caranddriver.com. The man also explained that AMG could finance my motorcycle for the buyer, thereby giving me access to a large pool of buyers who would be unable to obtain the financing necessary to purchase my motorcycle if they weren't helped by AMG.

5. The man assured me that AMG would guarantee my motorcycle would be sold within 90 days. He said that two people had been in his office earlier that day wanting to buy a motorcycle that matched the description in my ad. It would not surprise him, he told me, if AMG found a buyer and sold my motorcycle within the next two days.

6. He then explained that AMG's advertising services cost \$400. He said that I would also have to pay an additional \$100 to be guaranteed a refund of my \$400. The man explained that if AMG could not find a buyer within 90 days, I would receive a full refund of the \$400 fee. I understood this to mean that AMG would take my payment up-front and automatically send me a \$400 refund after 90 days if its representatives failed to find a buyer within that time period. The man did not mention that I would need to comply with any conditions, other than refraining from selling my motorcycle myself, in order to be eligible for the refund at the end of the 90 days.

7. The AMG representative suggested that we raise my initial asking price by \$500 to cover the cost of AMG's services because the buyers he had found were willing to pay \$7,200 for my motorcycle. This way, he explained, the buyer would ultimately pay the entire cost of AMG's service and I would not lose any money on the sale by allowing AMG to sell my motorcycle for me.

8. I told the man I was slightly skeptical about the deal because he seemed so certain AMG could sell my motorcycle almost immediately, even though I had not found a buyer after listing my motorcycle for at least six months. To reassure me about AMG's legitimacy, the man encouraged me to check out the AMG website, automarketinggroup.com, which I did as we were talking. It was a well-designed and professional-looking website. I remember seeing some vehicles listed on the site. I thought it looked legitimate.

9. Because the AMG representative assured me my motorcycle would be sold and because he promised I would get a refund of my \$400 fee if my motorcycle did not sell within 90 days, I agreed to do business with AMG. I had been having trouble finding a buyer and my

DECLARATION OF DAVID GAJDOSIK

understanding of AMG's refund policy was that I would only be risking the loss of the \$100 fee for the refund guarantee if AMG was unable to sell my motorcycle.

10. I was transferred to a different man. He took my credit card information. Shortly after I provided my payment information to AMG and ended the call, I received an e-mail confirmation of my payment. Two separate charges - \$400 for AMG's service and \$100 for the refund guarantee- posted to my credit card a couple of days later.

11. One or both of the men I spoke with during that call requested that I e-mail specific information about my motorcycle to AMG's customer support at customerservice@automarketinggroup.com. I remember that this information included my VIN number, model information, and photos. After I got off the phone, I e-mailed this information to the customer service e-mail address as I had been instructed.

12. Even though the AMG representative had given me the impression it would only take a few days for the sale to be completed, two to three weeks passed and I did not hear anything from AMG. Finally, I went to the AMG website to find the listing for my motorcycle. I could not find any listing for my motorcycle.

13. I called AMG to find out why my motorcycle was not listed on the AMG website. The woman who answered the phone said my ad had not been posted because AMG was missing some necessary information about my motorcycle, including my motorcycle's VIN number and model information. This response made me very suspicious because I had already sent AMG this information. I provided it to the woman again. Later that day, I checked the AMG website again and found my motorcycle posted on the website.

14. Once I had confirmed that my listing had finally been posted on the AMG website, I called AMG again to find out the names of the other websites on which AMG was

DECLARATION OF DAVID GAJDOSIK

advertising my motorcycle. The representative who answered the phone told me the names of three or four websites. I cannot recall any of the names of the websites, other than caranddriver.com. After I got off the phone, I went to the websites the AMG representative had given me to look for my ad. I could not find my motorcycle on any of them.

15. Because I couldn't find any advertisements for my motorcycle on any website other than the AMG website, I decided to research AMG on the internet. I ran a Google search and found dozens of complaints about AMG. According to what I read, the company appeared to have changed its name a few times and its main address was only a mail drop in Las Vegas. After reading these complaints, I became even more suspicious and was convinced that AMG was not actually advertising my motorcycle. I decided to try to dispute the fees I had paid AMG with my bank. The bank representative I spoke with advised me to wait until the 90 day period expired. Sometime during that second month after signing up with AMG, I filed a complaint with the Royal Canadian Mounted Police.

16. 90 days after the date I paid to sign up with AMG, I had still not been contacted by anyone at AMG about my motorcycle or by any supposedly interested buyers. I had expected AMG to contact me automatically after 90 days to provide me an update and a refund. I did not think I needed to do anything to get my refund. I waited a week, but no one from AMG called me so I called AMG to request my refund. I was told by the representative who answered the phone that to get my money back, I had to go through the refund process described on the AMG website. This was the first time I realized a refund would not be automatic.

17. I logged onto the AMG website, clicked on the link for "refunds," and discovered for the first time that there were numerous pre-conditions to qualify for a refund. According to the terms of the refund policy, I needed to have sent AMG a notarized document

establishing my ownership of the motorcycle within seven days of first signing up with AMG. I was also supposed to have sent another notarized document showing continued proof of ownership along with the refund request form by a certain number of days either prior to or after the expiration of the 90 days.

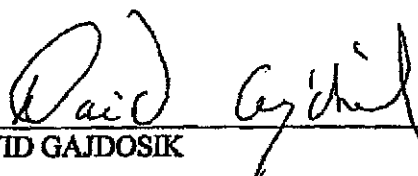
18. The terms of the refund policy were unknown to me until I went to AMG's website at automarketinggroup.com. As I understood the terms of the refund policy, I had missed both deadlines and it was too late for me to qualify for any refund from AMG.

19. Because I had not satisfied all the conditions, I figured it would be useless to continue to try to get my money back from AMG or my bank. Had I known that the promised refund could only be obtained by following the procedures set forth on the website, I would certainly have complied with those requirements to make sure I was eligible for my refund.

20. I never heard from the company again or received any of my \$500 back. In fact, I never received a single phone call from AMG after I paid for the company's services. I would never have agreed to pay AMG \$500 if I had not believed I would get a refund if they didn't sell my motorcycle.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 8<sup>th</sup> day of July, 2012, at Wasaga Beach, Ontario, Canada.

  
DAVID GAJDOSIK

DECLARATION OF DAVID GAJDOSIK



3  
ORIGINAL

DECLARATION OF ERIC HARADA  
Pursuant to 28 U.S.C. § 1746

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1. My name is Eric Harada and I live in San Jose, California. The following statements are within my personal knowledge and if called upon as a witness I could and would testify thereto.

2. In May of 2011 I decided to sell my 2010 Mazda 3. I posted it on the local Craigslist site for around \$21,000. I don't recall the exact amount; it may have been \$21,500. I included my telephone number in the posting. Soon after my ad went up -- within a day or two, I believe - I received a phone message from someone claiming that his company could sell my car for me at no risk and for nearly the full asking price.

3. I called the number back and spoke with a man who gave his name as Hailey. He said his company, Vehicle Stars ("VS"), operated an online marketplace that reached many more car buyers than Craigslist and could sell my car more much quickly than I would be able to. He also told me that VS had sold cars at full asking price for literally hundreds of customers.

4. I was interested in the service, but I wondered what the catch was. I asked if there was a charge for VS to sell the car for me. He said that VS charged an upfront "deposit" of \$399 for the service, but that there was a money-back, no-risk "premium option" for an additional \$99. He explained that this option would enable me to get a full refund in the event that VS didn't sell my car within 90 days.

5. He said that he could get \$20,000 for my Mazda, and I thought that sounded fair as I had expected to be a little flexible on the asking price in the Craigslist post. I told him that I liked the sound of VS' service, but that I would like to hear more about the refund guarantee.

- 1 6. He told me that VS had an excellent track record of fast, full-price auto sales, and while it was  
2 very unlikely that I would need to use the refund guarantee, it was smart to add it on just to  
3 fully protect myself. He said that VS had an easy-to-follow process by which I would get a  
4 refund if they had not sold my car in 90 days. He again reassured me, though, that he  
5 expected that they would be able to sell my car quickly at \$20,000. He said that VS had  
6 buyers in my area that were looking for that type of car and he was confident that VS could  
7 sell it.
- 9 7. We spent 20 or so minutes on the phone. He was very personable and convincing. By the  
10 end of the conversation I felt pretty confident that he was offering a valuable service and that  
11 it was essentially risk-free. I didn't want to rush into anything, though, so I asked him to send  
12 me some more information. I gave him my email address and told him I'd think about the  
13 offer.
- 15 8. I soon received an email from Hailey Watts, "Vehicle Stars Prospector." He states in the  
16 email that his manager had given him a list of vehicles that were in "high demand" in my area  
17 that he "would be able to sell quickly." According to his message, my Mazda 3 fit these  
18 criteria. The message also claimed that "Vehicle Stars boasts over 20 Million unique viewers  
19 every month." This convinced me. It sounded as if my car would almost certainly sell, and if  
20 for some reason it didn't, I wouldn't be out any money. A true and correct copy of this email  
21 is attached to this declaration as Attachment A.
- 24 9. Hailey called me back within the next day or so. I told him that I wanted to sign up for VS'  
25 service, including the additional \$99.99 premium guarantee option. I gave him my  
26 Mastercard number for the combined payment of \$498.99. I don't recall if he transferred me  
27 to another representative to complete this transaction, or if he did it himself. I have since  
28

1 closed this account and no longer have a copy of the credit card statements showing the  
2 charge.

3 10. Soon after this second conversation I received another email with an attached "Online Vehicle  
4 Marketing Agreement." A true and correct copy of this email and the agreement is attached  
5 to this declaration as Attachment B.  
6

7 11. On the day I received the "Online Vehicle Marketing Agreement," I went to vehiclestars.com  
8 and entered all of my vehicle information into my online profile. I uploaded several photos of  
9 my car as instructed. I then waited to receive a call from VS with the news that they had  
10 found a buyer for my car. No one called.  
11

12 12. Weeks passed with no word from VS, and I eventually realized that they might not sell my  
13 car within the 90 day period. I went to their website and carefully reviewed the requirements  
14 for a refund. As the end of the 90-day window approached, I began to gather the needed  
15 documents.  
16

17 13. When 90 days had passed, I began the refund request process. I filled out the "Premium  
18 Option Guarantee Refund Form" at VS' website and printed it out. I also obtained a notarized  
19 copy of my vehicle's registration, and mailed all of these documents to VS.  
20

21 14. I waited for my refund for several weeks. I wasn't too worried about it at first, since all of  
22 the paperwork spelled out so clearly not only how to get the refund but also the fact that the  
23 refund was guaranteed. I knew I had complied with all of the requirements for the refund.  
24

25 15. Finally, after weeks had passed with no word or refund from VS, I called them to ask about  
26 the refund. The person I spoke with told me that he would check into it and get back to me.  
27 Soon after this I received a letter stating that my refund request had been denied. A true and  
28 correct copy of this letter is attached to this declaration as Attachment C.

1 16. I emailed VS to say that I wanted to appeal the denial. I received an email stating that I  
2 would need to put my request in writing. A true and correct copy of this email is attached to  
3 this declaration as Attachment D. I wrote again to ask why the request had been denied. A  
4 few days later I received another email stating that the refund request form had not been  
5 properly notarized. A true and correct copy of this email is attached to this declaration as  
6 Attachment E.  
7

8 17. On this same day I filed a complaint with the Federal Trade Commission. A true and correct  
9 copy of this complaint is attached as Attachment F.  
10

11 18. I was frustrated. I knew I had done everything according to the refund request instructions,  
12 but I decided to just send the whole thing out again. I went back to VS' website and filled out  
13 the Premium Option Guarantee Form again. I took it to a notary at a UPS Store and had it  
14 notarized. I went to back to the California Department of Motor Vehicles to obtain another  
15 certified copy of my vehicle registration. I wrote a brief cover letter and mailed all of the  
16 required documents by certified mail and kept copies of those receipts as well. True and  
17 correct copies of these documents and the certified mail receipts are attached to this  
18 declaration as Attachment G.  
19

20 19. I waited but never received a refund. I tried calling VS several times, but I could never get a  
21 straight answer. A few times the person I spoke with would tell me that my refund was being  
22 processed, but that it had been approved so I would receive it soon. Eventually, after hearing  
23 that a few times with no results, I gave up on getting my money back from VS.  
24  
25  
26  
27  
28

1 20. VS didn't help me sell my car, and they didn't honor their refund guarantee. As far as I'm  
2 concerned, it was like throwing away my money. I am out nearly \$500 and I don't believe  
3 that VS will ever return it to me.  
4

5  
6 I declare under penalty of perjury that the foregoing is true and correct.

7 Executed 11th day of JAN, 2012.

8 

9 Eric Harada  
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re: MazdaSpeed 3 (From Hailey Watts)

Page 1 of 2

From: Vehicle Stars <support@vehiclestars.com>  
To: u u@aol.com  
Subject: re: MazdaSpeed 3 (From Hailey Watts)  
Date: Mon, May 8, 2011 8:03 pm

# VEHICLESTARS

1-888-9STAR50 Connecting buyers + sellers everyday.



Eric

Thank you for talking with me about your MazdaSpeed 3.

As I mentioned earlier my position at vehicle stars is to scout for vehicles that my manager will be able to sell quickly. I was given a list of vehicles that are in high demand in your area and gather some information. I believe yours is a good match and I have sent the details we discussed to my supervisor for review. If my manager agrees it will be a good match, we will be able to guarantee the sale of your MazdaSpeed 3. My manager may contact you directly, or I will contact you if further information is needed.

Here is some information on our company as well how we are able to guarantee the sale.

We guarantee our results, and a deposit of \$499.99 will be required. We will guarantee the sale of your MazdaSpeed 3 within 90 days.

84% of vehicles we list sell within 90 days, if by chance you are still in possession of your vehicle at the end of the 90 days \$399.99 will be refunded. [http://www.vehiclestars.com/refund\\_terms](http://www.vehiclestars.com/refund_terms)

- Vehicle Stars boasts over 20 Million unique viewers every month through our advertising affiliates.
- We constantly purchase custom software to ensure we have the most accurate and up to date information on any vehicle.
- We have the latest car reviews, blue book values, and specific demand for any vehicle in North America.
- Our software automatically alerts us when a vehicle is in demand and under-stocked. This allows us to never flood the market with un-wanted merchandise.
- We also work with some of the biggest financial institutions to give any consumer the assistance to purchase a vehicle they wouldn't otherwise be able to afford.
- We do NOT take a commission of the sale of your vehicle, meaning the sale remains private between you and any potential buyer. We will facilitate the sale every step of the way, but ultimately you are in full control.
- The majority of our vehicles will sell anywhere between 2-6 weeks. The quicker the sale, the better it is for everyone involved.

- Check out our website [www.vehiclestars.com](http://www.vehiclestars.com)

Regards,

Hailey Watts

Vehicle Stars Prospector

#6002-1007 N Federal Hwy

Fort Lauderdale, FL 33304

1-888-9STAR50 ext. 207

1-888-978-2770 ext. 207

<http://mail.aol.com/34290-311/aol-6/en-us/mail/PrintMessage.aspx>

10/28/2011

HARADA ATTACHMENT A

re: MazdaSpeed 3 (From Hailey Watts)

Page 2 of 2

214811: This is an automatic email as a response to you asking one of our junior agents for more information. If you do not want to receive further communication from our company, please let your agent know when you speak to them. If you would like to communicate with our management team with any suggestions or complaints, please forward this email and your comments to [management@vehiclestars.com](mailto:management@vehiclestars.com). We maintain a strict do not call list and will not send unsolicited emails nor follow-up calls other than when you've agreed to them. All information provided to us is kept confidential, except in implied circumstances if you choose to register on our website to advertise your vehicle. This email is confidential and not for redistribution.

<http://mail.aol.com/34290-311/aol-6/en-us/mail/PrintMessage.aspx>

10/28/2011

HARADA ATTACHMENT A

From: Vehicle Stars <requested-information@vehiclestars.com>  
@aol.com>  
Subject: Vehicle Stars Confirmation Letter  
Date: Wed, May 11, 2011 11:33 am  
Attachments: online\_marketing\_agreement.doc (19K)

---

**VEHICLESTARS**  
1-888-9STARS0 Connecting buyers + sellers everyday.



**CONFIRMATION LETTER**

Dear Eric T. Harada

Thank you for choosing VehicleStars for the sale of your vehicle. You have already completed the first step by creating a profile with your agent - the next is to activate your account.

To activate your account, sign in with the details below, and register the VIN number that activates your Premium Option guarantee. Please note that you must complete this process within seven days of your contract date to be eligible for the money back guarantee, in order to give us a proper time-frame to complete our duties. We reserve the right to perform a Carfax analysis on all the vehicles registered to verify they are in the stated condition.

Please update your profile with pictures, and check the options that are on your vehicle. Your user name and password is below.

**Transaction confirmation**

Verification Code: 635792059

Contract Date: 2011-05-11 11:18:00

General Package: \$399.99 Approval code: 3621473149

Premium Option Price: \$99.95 Approval code:

Empty approval codes could indicate a decline on the card, please contact us for assistance if this is the case. If your premium option fee has declined we will continue to retry it for two weeks. The premium option money back guarantee is valid for anybody who has successfully paid the price listed above, as long as the number is non-zero. If you have not accepted the premium option, then it will list \$0 for that portion above, will not be billed, and will not be available. You can choose to sign up for the premium option within the first two weeks of your advertisement, if you haven't already chosen to do so.

All prices quoted in US dollars. Canadian customers are charged GST or HST when applicable.

**Membership Information**

Listing ID: 8314

<http://mail.aol.com/34290-311/aol-6/en-us/mail/PrintMessage.aspx>

10/28/2011

HARADA ATTACHMENT B



**Vehicle Stars Confirmation Letter**

**Page 2 of 2**

**User-name:** n

**Password:** [REDACTED]

**Advertisement Locality:** California

Your advertisement is automatically updated to our affiliate network every night at midnight. Please make sure to update the photos as soon as possible, and they will be copied to our affiliates tonight.

Regards,

VehicleStars

Processing Team  
Customer service: 1-888-978-2770 9am-5pm PST M-F  
Alaska & Hawaii: 1-855-760-4840

<http://mail.aol.com/34290-311/aol-6/en-us/mail/PrintMessage.aspx>

10/28/2011

HARADA ATTACHMENT B

## ONLINE VEHICLE MARKETING AGREEMENT

Subject to the terms of this Agreement, VehicleStars, will provide online vehicle marketing services to you, the paid customer, as described below:

1. **Services.** VehicleStars will advertise your vehicle (the "Vehicle") on [www.vehiclestars.com](http://www.vehiclestars.com) (the "Site"), which will be connected to VehicleStars' network of websites and accessible on major search engines (the "Services").

2. **Duration.** The date of this Agreement will be the date on which your payment to VehicleStars for the Services is authorized and received (the "Contract Date"). VehicleStars will profile the Vehicle for 90 days following the Contract Date. Every reference to "day" or "days" in this Agreement is to calendar days.

3. **Profiling Fee.** The fee for the Services will be \$399.99 USD (the "Profiling Fee").

4. **Premium Option Fee.** In addition to the Services, VehicleStars offers the "Premium Option Guarantee" for an additional cost of \$99.99 USD, which will ensure that the Profiling Fee is risk-free, subject to this Agreement. If the Vehicle is not sold at the end of the 90-day period, VehicleStars will refund your Profiling Fee, provided the following additional conditions are met: Discounts may have applied to either fee, per your invoice and verification agreement. If the "Premium Option Guarantee" is not purchased or payment is declined then a refund will not be issued. The "Premium Option Guarantee" must be purchased no later 14 calendar days after original purchase.

- The Vehicle must still be for sale, and unsold, as of the date that you submit your completed Refund Request Form to VehicleStars, and the Vehicle's title must be in your name or in the name of a lien holder on your behalf;

- You must have logged on to the Site within 10 days of the Contract Date and completed the registration process, including listing the VIN number of the Vehicle, by using a user name and password that will be sent to you following payment and processing;

- You must have uploaded 1 picture to the Site within 14 days of the Contract Date;

- Your listing on the Site must be active every day from the date of listing until the end of the 90-day period; and

Refund requests must be sent to VehicleStars via certified mail within seven days following the 90-day period. Requests will not be accepted via email, fax, or telephone. Requests received through postal mail that do not have courier tracking on them are not guaranteed to be received and are ineligible.

The Refund Request Form must be notarized and include a statement showing that the Vehicle is still in your possession and has not been sold or traded. If title is not available, provide an official mailed document from lien/title holder stating that the title of the Vehicle remains in the original Seller's name from time of placed advertisement. VehicleStars has complete discretion to determine whether the requirements for the Guarantee have been met.

5. **Itemization of Purchase Price.** The purchase price has been included in the enclosed receipt that you have received to your email. If you do not receive this, it is your responsibility to request a new copy.

6. **Statement of Payment.** The Purchase Price is payable in full on the Contract Date by providing us with your credit card information either over the telephone or through the Site.

7. **Contact Us**  
Telephone: 1-888-978-2770  
Email: [support@vehiclestars.com](mailto:support@vehiclestars.com)  
Mailing Address: #6002-1007 N Federal Hwy,  
Fort Lauderdale, FL, 33304

8. **Consent.** Your consent to this Agreement will be confirmed by you authorizing payment for the Services and, if applicable, the VehicleStars' Premium Option Guarantee.

9. **General Terms and Conditions.** The General Terms and Conditions sent along with this Agreement apply to any use of the Site and are hereby incorporated into this Agreement.

10. **Cancellation.** Vehicle Stars does not allow cancellation out of our 90 day listing period. Vehicle Stars requires 90 days in order to fulfill our agreement to you the customer.

HARADA ATTACHMENT B

# VEHICLESTARS

1-888-9STARSO

Connecting buyers + sellers everyday.



Dear Eric Harada,

We regret to inform you that your recent request for Refund has been denied. As per the terms and conditions of our Refund Policy you have failed to provide us with the necessary documentation to prove you are in still in possession of the vehicle in question.

The following points must be met in order to qualify for your credit. If you;

- a) Your vehicle must be listed on our site for 90 days.
- b) You must include a notarized copy of your vehicle's registration or a notarized copy of your title of ownership; stating you is still in possession of your vehicle.
- c) Your refund request form must be sent through certified mail within 7 calendar days of your 90<sup>th</sup> day.
- d) Your vehicle must have at least 1 photo uploaded to your profile within the first 7 days of registering.
- e) Your vehicle must be reasonably priced for your make/model/condition. (Vehicle Stars set prices are acceptable.)

If you are receiving this letter you have failed to provide the following qualifications.

- b) You must include a notarized copy of your vehicle's registration or a notarized copy of your title of ownership; stating you is still in possession of your vehicle.

If you would like to dispute this, you may do so by mailing a letter of intent to our management team to overturn this status.

Sincerely,

Customer Service  
VEHICLE STARS  
1-888-978-2770

HARADA ATTACHMENT C

re: denial of refund

Page 1 of 1

From: Vehicle Stars <sales@vehiclestars.com>  
To: j@aol.com>  
Subject: re: denial of refund  
Date: Fri, Oct 7, 2011 4:10 pm

---

Eric,

If you wish to appeal this ruling, you must submit your request in writing to the refund department. Please resubmit the refund request forms, along with proof that the vehicle remained in your possession at the end of the 90 day term. Also include a letter explaining the situation, and provide any documentation you have that shows you have complied with the terms. The refund department will review the case, and contact you back with the ruling.

Regards,

Vehicle Stars Customer Care.

<http://mail.aol.com/34188-111/aol-6/en-us/mail/PrintMessage.aspx>

10/10/2011

HARADA ATTACHMENT D

Re: denial of refund

Page 1 of 1

From: Vehicle Stars <support@vehiclestars.com>  
To: u@aol.com>  
Subject: Re: denial of refund  
Date: Tue, Oct 11, 2011 9:04 am

---

Eric,

According to our records, your refund request form was not properly notarized. This means either that you did not fill out that portion, or that it was filled out by someone who is not a proper notary. When you appeal the form, please be sure you see an accredited Notary Public. They will sign the document, and also will stamp the document with their accreditation.

Regards,

Vehicle Stars Customer Care

<http://mail.aol.com/34290-311/aol-6/en-us/mail/PrintMessage.aspx>

10/28/2011

HARADA ATTACHMENT E

**CONSUMER SENTINEL NETWORK**  
Law enforcement's source for consumer complaints

My Profile

My Dashboard

My Disk Space

2 mb in use / 98 mb left

Home

About Us

Alerts

Reports

Searches

Toolbox

Help Desk

Complaints

## Record Details

[ABOUT RECORD DETAILS](#)

[PRINT](#)

CSN

[Back to Search Results](#) [Redacted Version](#)

## Consumer Sentinel Network Complaints

Record # 1 of 1: Consumer Sentinel Network Complaints			
Reference Number:	32866487	Originator Reference Number:	
Language:	English	Contact Type:	Complaint
Source:	Consumer	DNC?	N
Comments:	if vehicle is listed and not sold within 90 days, guaranteed money back 499.94 minus 99.00 guarantee fee. complied with requirements for refund which included listed for 90 days, notarized copy of vehicles registration stating still in possession of vehicle, refund request form sent through certified mail within 7 calendar days of the 90 days, at least 1 photo uploaded to the ad within the first 7 days of registering, vehicle reasonably priced (price set by vehicle stars). Request for refund denied since they claim that I did not include a notarized copy of the vehicle registration which I did after paying a notary public to stamp and sign registration.. PS9000: VehicleStars online service to sell my vehicle Other-Other Update		
Entered By:	FTCCIS-FTCUSER	Entry Date:	10/7/2011
Updated By:	CRSS\bsturn	Updated Date:	10/11/2011
Complaint Source:	FTC Online Complaint Assistant (CIS)	Product Service Code:	Internet Information & Adult Services
Amount Requested:	\$499.00	Amount Paid:	\$499.00
Payment Method:	MasterCard Credit Card	Agency Contact:	Internet
Complaint Date:	10/7/2011	Transaction Date:	5/12/2011
Initial Contact:	Phone Call: Mobile/Cell	Initial Response:	Answer cold call
Statute/Rule:	FTC Act Sec 5 (BCP)	Law Violation:	Deception/Misrepresentation
Topic:		Dispute with Credit Bureau?:	
Dispute with Credit Bureau - Responded?:		Dispute with Credit Bureau - Resolved to:	

HARADA ATTACHMENT F

		Satisfaction?	
Member of armed forces or dependent?		No	
Consumer			
Complaining Company/Org.:			
First Name:	Eric	Last Name:	Harada
Address 1:		Address 2:	
City:	San Jose	State/Prov:	California
ZIP:	95129	Country:	UNITED STATES
Home Number:		Work Number:	
Fax Number:		Ext:	
Email:		Age Range:	
Military Service Branch:		Soldier Status:	
Soldier Station:			
Subject			
Subject:	Vehicle Stars		
<a href="#">View Similar Complaints</a>			
Address:	1007 N. Federal Hwy #6002		
City:	Fort Lauderdale	State/Prov:	Florida
ZIP:	33304	Country:	United States
Email:	management@vehiclestars.com	URL:	www.vehiclestars.com
Area Code:	888	Phone Number:	9782770
Ext:			
Representative Name:	customer service customer service	Title:	sales/customer service

[Back to Search Results](#) [Redacted Version](#)

[FOIA](#) / [Contact Us](#) / [Accessibility](#) / [Privacy Statement](#) / [Site Map](#) / [Web Policies](#)

Provided by the Federal Trade Commission

HARADA ATTACHMENT F

10/11/2011

To Vehicestars refund department

I was recently denied my refund due to paperwork that was not notarized properly.

I am appealing this decision and resubmitting to you the required paperwork for my refund.

Please let me know as soon as possible when you will process my refund.

Thank you,



Eric Harada

HARADA ATTACHMENT G



# Shipment Receipt: Page #1 of 1

THIS IS NOT A SHIPPING LABEL. PLEASE SAVE FOR YOUR RECORDS.

SHIP DATE:  
Thur, Oct 13, 2011  
EXPECTED DELIVERY DATE:  
SAT, OCT 15, 2011 EMO

SHIP FROM:  
ERIC HARADA

SHIPMENT INFORMATION:  
USPS Priority Mail  
0.28 lbs actual wt  
Ltr Billed Weight  
Carrier Letter  
Delivery Confirmation

Tracking Number: 9405510200793062407806  
Shipment ID: 841VIEVEJH85  
Order/Item #: SHEILA  
Ref#: 101311

SHIP TO:  
VEHICLE STARS  
ATTN: REFINO DEPT  
1807 N FEDERAL HWY  
86002  
FORT LAUDERDALE FL 33304-1422  
Business

DESCRIPTION OF GOODS:  
DOCS

SHIPMENT CHARGES:  
Priority Mail \$0.25  
Service Options \$1.17  
CBS Processing Fee \$0.20

SHIPPED THROUGH:  
THE UPS STORE #5240  
SAN JOSE, CA 95129-5023  
(408) 996-1161

Total \$3.62

COMPLETE ONLINE TRACKING:  
Enter either of these addresses in your web browser to track:  
http://usps.com (select Tracking, enter Shipment ID #)  
http://usps.com (select Tracking, enter Shipment ID #)  
SHIPMENT DELIVERY? Contact SHIPPED THROUGH above.

CUSTOMER ACKNOWLEDGMENT: I acknowledge and accept Terms & Conditions in force for sending my shipment through this location and certify that address, contents and value provided for this shipment are accurate in all respects.

Signature:

Shipment ID: 841VIEVEJH85

Powered by iShipIt64  
10/13/2011 10:23 AM Pacific Time

DISCLAIMER: UPS is not responsible for any loss or damage to contents of packages shipped by UPS. UPS is not responsible for any loss or damage to contents of packages shipped by UPS. UPS is not responsible for any loss or damage to contents of packages shipped by UPS.

The UPS Store - #240  
5339 Prospect Road  
San Jose, CA 95129  
(408) 996-1161

10/13/11 10:32 AM

We are the one stop for all your  
shipping, postal and business needs.

Retail Supplies are not refundable



001 000008 (022) TO \$ 9.62  
Priority Mail  
Tracking# 9405510200793062407806

SubTotal \$ 9.62  
Total \$ 9.62

VISA \$ 9.62  
ACCOUNT NUMBER \* \*\*\*\*\*  
Appr Code: (S) Sale

*Eric Harada*

Receipt ID 82820832611985888395 001 Items  
CSH: Sheila Tran: 6309 Reg: 002

Thank you for visiting our store.  
Check the PSD for Dec Value terms

Whatever your business and personal  
needs, we are here to serve you.

US Postal Rates Are Subject to Surcharge

ENTER FOR A CHANCE TO  
WIN \$1000

We value your feedback  
To enter please complete the customer  
satisfaction survey located at:

[www.theupsstore.com/survey](http://www.theupsstore.com/survey)

For official rules and Terms and  
Conditions go to [www.theupsstore.com](http://www.theupsstore.com)  
and click on the Customer Experience  
Survey link

HARADA ATTACHMENT G

1949

11 Ave

95008

U-1688

11 11:03 AM

We are the one stop for all your  
shipping, postal and business needs.

We offer all the services you need  
to keep your business going.



001 000003 (011)	TO: \$ 20.00
Notary	QTY 2
Reg Unit Price	\$ 10.00
002 038001 (003) *****	T1 \$ 0.36
8.5 X 11 Copies	QTY 4
Reg Unit Price	\$ 0.09
003 100010 (025)	T1 \$ 0.69
Envelopes	

SubTotal \$ 21.05

(T1) \$ 0.09

Total \$ 21.14

VISA \$ 21.14

ACCOUNT NUMBER \* \*\*\*\*\*  
Appr Code: (S) Sale

Receipt ID 83350532600024888227 007 Items  
CSH: Neil Tran: 4427 Reg: 001

Thank you for coming in you can also  
visit us at [www.theupsstorelocal.com/1949](http://www.theupsstorelocal.com/1949)

Whatever your business and personal  
needs, we are here to serve you.

ENTER FOR A CHANCE TO  
WIN \$1000

We value your feedback  
To enter please complete the customer  
satisfaction survey located at:

[www.theupsstore.com/survey](http://www.theupsstore.com/survey)

For official rules and Terms and  
Conditions go to [www.theupsstore.com](http://www.theupsstore.com)  
and click on the Customer Experience  
Survey link

HARADA ATTACHMENT G

## Premium Option Guarantee Refund Form

In order for your refund to be processed we require the following information to be completed in its entirety to fulfill your request.

**Include one of the following:** Title of the vehicle under your name, copy of your current insurance paper for the vehicle, or an official document from the DMV stating the vehicle is in your possession. This information must be signed and Notarized by a Notary Public stating that this is a valid and current document.

**Full Name:** Eric Harada

**Address:** \_\_\_\_\_

**City:** San Jose **State/Province:** CA

**Zip Code/Postal Code:** 95129

**Phone Number:** \_\_\_\_\_

**VIN:** \_\_\_\_\_ :066 \_\_\_\_\_

**Vehicle Make:** Mazda **Model:** MazdaSpeed 3

**Year:** 2010

**Ad #:** 8314

**Credit Card Last 4 Numbers:** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_

### Terms and Conditions

By signing below, I hereby represent, warrant and affirm, under penalty of Perjury, that I have read and satisfied all requirements for a refund under, Vehicle Stars Premium Option Guarantee, which are posted at [www.vehiclestars.com](http://www.vehiclestars.com). Specifically, I hereby represent, warrant, and Affirm, under penalty of perjury, that:

- (a) My advertised vehicle continues to be available and up for sale, being neither sold nor traded in;
  - (b) That title to the advertised vehicle is and remains in my name and possession or that, on my behalf, is in the possession of a lien holder and is current;
  - (c) I do not own or operate a vehicle wholesale or retail enterprise, or am in anyway a professional vehicle dealer;
  - (d) I have uploaded a minimum of 1 picture to my advertisement at [www.vehiclestars.com](http://www.vehiclestars.com) within 14 calendar days of commencement of my advertisement with Vehicle Stars
  - (e) as originally listed, the advertised vehicle was competitively priced, consistent with my vehicle's quality compared to other vehicles of the same condition, manufacture, similar year, make and model, and overall market conditions; and
  - (f) All documentation has been provided as requested. (To be completed by Notary Public/Deputy Clerk)
- The foregoing Refund Request was subscribed, sworn to, and acknowledged before me by  
Eric Harada *[Signature]* (Customers Name)

HARADA ATTACHMENT G

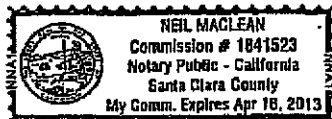
This 11<sup>th</sup> day of OCT, 2011 at CAMPBELL, CA

Signed: [Signature]

Notary Public/Deputy Clerk in and for the COUNTY SANTA CLARA

Refund Requests must be postmarked and sent by certified postal mail within seven calendar days following the 90-day Guarantee period to Vehicle Stars.

State of California County of  
SANTA CLARA  
Subscribed and sworn to (or affirmed)  
before me on this 11 day of OCT, 2011, by  
ERIC HARADA  
proved to me on the basis of satisfactory evidence  
to be the person(s) who appeared before me.  
Signature [Signature]  
(Seal)



HARADA ATTACHMENT G

I still possess  
this vehicle!  
Eric Harada

8/14/11

REGISTRATION VALID FROM  
 AUTO 06/08/2011 TO 06/08/2012 11 TYPE [REDACTED]

VEHICLE IDENTIFICATION NUMBER		DATE FIRST SOLD		CLASS	HAZ	MAKE
4H	TYPE MODEL	00/00/2010	FD	TA	2010	
DISPOSSED 06/12/2011		TYPE VEH 120	MP 6	AT NO	UNLADEN GROSS	TOTAL FEES PAID \$330 4308

REGISTERED  
OWNER

HARADA ERIC TADAYOSH  
 SAN JOSE CA 95129-4846

LIENHOLDERS

CAPITAL ONE AUTO FIN  
 PO BX 25560

R0057  
 L0233

SACRAMENTO

95865  
 RI7060920115000



STATE OF CALIFORNIA  
 DEPARTMENT OF MOTOR VEHICLES  
 VALIDATED REGISTRATION CARD  
 READ REVERSE SIDE - IMPORTANT INSTRUCTIONS

CALIFORNIA LIABILITY INSURANCE IDENTIFICATION CARD

25321 METROPOLITAN DIRECT PROPERTY AND  
 CASUALTY INSURANCE CO  
 700 QUAKER LANE, WARWICK, RHODE ISLAND 02886  
 POLICY NUMBER EFFECTIVE DATE EXPIRATION DATE  
 [REDACTED] 04/15/2011 10/15/2011

ERIC T HARADA

YEAR	MAKE	VEHICLE IDENTIFICATION NUMBER
2010	MAZDA	36

THIS POLICY MEETS THE REQUIREMENTS OF SECTION 16056.  
 MPL 1044-004 Printed in U.S.A. 0106

PLEASE SEE ATTACHED CURRENT  
 CALIFORNIA NOTARY FORM

HARADA ATTACHMENT G

**CALIFORNIA COPY CERTIFICATION BY DOCUMENT CUSTODIAN**

I, ERIC HARADA, hereby swear (or affirm) that the attached reproduction  
of STATE OF CALIFORNIA VEHICLE REGISTRATION a true, correct and complete  
Description of Original Document

photocopy of a document in my possession.

Eric Harada  
Signature of Custodian of Original Document

1 1 SAN JOSE, CA 95129  
Address

State of California

County of SANTA CLARA

Subscribed and sworn to (or affirmed) before me on  
this 11<sup>th</sup> day of OCTOBER, 2011, by

ERIC HARADA  
Name of Custodian of Original Document

proved to me on the basis of satisfactory evidence to  
be the person(s) who appeared before me.



[Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document Copy**

Title or Type of Document: CALIFORNIA VEHICLE REGISTRATION #

Document Date: 6/12/2011 Identifying No.: [Redacted] No. of Pages: 1

Signer(s) or Issuing Agency: CALIFORNIA DEPARTMENT OF MOTOR VEHICLES

**Capacity Claimed by Custodian**

☒ Individual ☐ Attorney ☐ Trustee ☐ Business Proprietor or Manager

☐ Corporate Officer — Title: \_\_\_\_\_

☐ University or School Officer — Title: \_\_\_\_\_

☐ Governmental Officer or Agent — Title: \_\_\_\_\_

☐ Other: \_\_\_\_\_

Custodian Is Representing: \_\_\_\_\_



©2007 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.NationalNotary.org Item #3911 Reorder, Call Toll-Free 1-800-876-6027

HARADA ATTACHMENT G

ORIGINAL

## DECLARATION OF WILBERT MARTIN

1. My name is Wilbert Martin and I reside in Kitchener, Ontario, Canada. The following facts are known to me personally and, if called as a witness, I could and would competently testify to them.
2. Sometime during the first week of May of 2010, I listed my 2006 Ultra Classic Harley Davidson motorcycle for sale on Autotrader.com. My wife and I had decided it was time to get rid of it. My asking price was \$19,000. About a week after I posted the ad, a man who identified himself as Tom Hunter called me at my home phone number. Tom said he was a representative of a company called Auto Marketing Group ("AMG").
3. Tom said he was looking for a motorcycle that fit my description on Autotrader on behalf of two buyers who lived in my area. He said if I paid AMG \$500, AMG would sell my motorcycle to one of those buyers for me. Based on Tom's reference to my Autotrader ad and his offer to sell my motorcycle, I believed AMG was a vehicle trading company similar to Autotrader that would connect me with a buyer and conduct the sale of my motorcycle.
4. I turned down Tom's offer to sell my motorcycle because I had never heard of AMG, and because I had just paid money to advertise on Autotrader. About a week later, my ad was still posted on Autotrader and Tom called back to see if I had reconsidered. At that point, I had not received any other responses to my Autotrader ad so I decided to hear what he had to say.
5. Tom said he still had two buyers in my city who were looking for a motorcycle of the exact color and model as mine. I do not remember if he said they were the same buyers who had been interested in my motorcycle the week before. Tom said if I decided to use the service, he would send both buyers to my house the next day to look at my motorcycle.

DECLARATION OF WILBERT MARTIN

6. According to Tom, AMG charged a \$400 up-front advertising fee for its service. Tom said AMG would coordinate the sale of my motorcycle with one of the buyers it had located, and then refund me the \$400 fee from the buyer's purchase price upon completion of the sale. Tom said I would also have to pay an additional \$100 for AMG's money-back guarantee, which meant that if for some reason my motorcycle was not sold to either of the buyers AMG had found, and AMG couldn't find another buyer within the next three months, I would receive a full refund of the \$400 advertising fee. From the way Tom explained it, the refund guarantee did not seem to be an optional charge.

7. Tom kept saying I had nothing to lose if I signed up with AMG because I would get all my money back from the sale of my motorcycle or be refunded \$400 through the money-back guarantee if my motorcycle was not sold. He said the only thing I might lose was the \$100 fee for the guarantee. Tom never mentioned anything about a process for obtaining a refund if my motorcycle didn't sell. When I requested more specific information about the buyers, Tom said he could not give me any of this information until I paid AMG's fee.

8. Even though it sounded like a good deal, I was a little bit skeptical about the service because it was all being done over the phone and because I had never heard of AMG. When I expressed my hesitation to Tom, he said several things which, at the time, reassured me that AMG provided a legitimate service. At this point, I do not remember all of the details of what he said, but I remember that he referenced Wal-Mart. Based on our conversation and his assurances, I believed AMG was associated with Wal-Mart and that Wal-Mart was also using AMG's advertising services. I figured that AMG's services must be legitimate if Wal-Mart was using them.

DECLARATION OF WILBERT MARTIN



9. Because I was not having any luck selling my motorcycle on Autotrader and because Tom led me to believe the sale would go through that same day or the next day, I agreed to pay AMG the \$500.

10. Tom advised me that he would be my contact person at AMG. Tom never mentioned a website, and neither he nor anyone at AMG ever requested any other information or photos of my motorcycle from me. After I agreed to sign up with AMG, Tom said that it was probably too late in the afternoon to send the buyers over that day. He said he would call me the next day to arrange viewing dates and times for both buyers.

11. Then Tom transferred me to a man who identified himself as Patrick Smith. I authorized Patrick to charge the \$500 payment to my Canadian Tire Gas Advantage MasterCard. The entire transaction was conducted over the phone. I was not asked to sign anything and did not receive a copy of any agreement between myself and AMG. All I got were two separate e-mail confirmations for my payment. True and correct copies of the e-mail confirmations are attached to this declaration as Attachment A. The first confirmation confirms my payment of \$419.99 for "Vehicle Advertising," and the second confirms my payment of \$104.95 for "AMG GUARANTEE."

12. About a week went by and neither Tom nor anyone else from AMG contacted me. No one had come by to look at my motorcycle or called to set up a meeting as Tom had indicated. By this time, I was very suspicious because Tom had promised to send the buyers over the day after I registered with AMG.

13. I called AMG at least four times at 1-888-760-3426, extension 255, which was the phone number Tom had given me. Patrick Smith usually answered the phone. Every time I called, I was told that Tom was busy or out of the office. Patrick acted as though he did

DECLARATION OF WILBERT MARTIN

not know anything about my motorcycle or the buyers AMG had secured. Every time I spoke with Patrick, he said he would have Tom call me back to answer my questions. Neither Tom nor anyone at AMG ever called me back.

14. Frustrated that I could not reach Tom or anyone at AMG who could give me any information regarding the progress of the sale, on May 25<sup>th</sup>, I finally called Wal-Mart's office in Ontario. I wanted to find out if they could give me any information about AMG or confirm that they were also using AMG's advertising services. The Wal-Mart representative I spoke with, Kay Lane, informed me that Wal-Mart was not associated with AMG. Kay suggested that I report AMG to Phone Busters, a division of the Royal Canadian Mounted Police.

15. I immediately called Phone Busters. The woman I spoke with, Linda, quickly recognized AMG's name. Linda said her office had received many other complaints about its services. She advised me to send a cancellation letter to AMG with a demand for a full refund and a dispute letter to my credit card company.

16. On May 26, 2010, I sent an e-mail to "Classified Auto Service" ("Classified") at admin@readypay.net, which was the e-mail address from which I had initially received my payment confirmations. I assumed that Classified was a related company or some kind of division of AMG, since that was the name on the e-mail. In addition to a request for cancellation and a full refund, my e-mail also advised AMG of my unsuccessful attempts to contact Tom Hunter. A true and correct copy of the e-mail I sent is attached to this declaration as Attachment B. I never received a response to the e-mail and it was not returned to me as undeliverable.

DECLARATION OF WILBERT MARTIN

17. That same day, I faxed a letter to my credit card company's dispute department requesting credits for the money I had paid AMG. A true and correct copy of this letter is attached to this declaration as Attachment C.

18. After speaking with my credit card company's dispute department, I decided to look for more information about AMG on the internet. I ran a search for "Auto Marketing Group" on either Google or Yahoo. I came across several pages of complaints. I read a number of the reviews and could not find a single happy customer. It seemed that everyone else who used the service had an experience similar to mine.

19. At this point, I was convinced that I was dealing with a fraudulent company and decided it would be useless to continue attempting to get my money back through AMG. Fortunately, I was eventually able to recover all the charges through my credit card company, including the fee for the refund guarantee.

20. I never heard from Tom Hunter or anyone at AMG again. If I had known AMG had not actually located two buyers in my city who were interested in purchasing my motorcycle or that I would not be able to get any of my money back if AMG did not sell my motorcycle, I would never have agreed to pay any money to AMG.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on JUNE 28, 2012, at Kitchener, Ontario, Canada.

  
WILBERT MARTIN

DECLARATION OF WILBERT MARTIN

**Bert Martin**

**From:** "Classified Auto Service" <admin@readypay.net>  
**To:** "WILBERT O MARTIN" [REDACTED]  
**Sent:** May 18, 2010 4:34 PM  
**Subject:** Payment Receipt: 18230 Confirmation from Classified Auto Service

## Classified Auto Service

Your Purchase has been approved

Auto Marketing Group 888-760-3426

This receipt confirms payment for your purchase from 0803065 B.C. Ltd.. This order will appear on your credit card statement as Classified Auto Service. To contact us, please send an e-mail to [admin@readypay.net](mailto:admin@readypay.net) or call 888-760-3426

### Receipt

**Transaction Time:** May 18, 2010 04:34 PM  
**Gateway ID:** 12374  
**Receipt Number:** 1298561394.07D1  
**Sales Order Number:** 18230  
**Transaction Type:** Mail/Phone Order  
**Authorization Code:** 02733Z

### Billing Information

**Name:** WILBERT O MARTIN  
**Company (Optional):**

**Card Type:** MC  
**Card Number:** xxxxxxxxxxxx [REDACTED]

### Order Details

Code	Quantity	Description	Unit Price	Subtotal
malltrans	1	Vehicle Advertising	419.99	419.99
			<b>Canadian Dollar Total</b>	<b>419.99</b>

Auto Marketing Group 888-760-3426

**Martin -**  
**Attachment A**

TRO EXH 4

**Bert Martin**

**From:** "Classified Auto Service" <admin@readypay.net>  
**To:** "WILBERT O MARTIN" [REDACTED]  
**Sent:** May 18, 2010 4:34 PM  
**Subject:** Payment Receipt: 18231 Confirmation from Classified Auto Service

## Classified Auto Service

Your Purchase has been approved

Auto Marketing Group 888-760-3426

This receipt confirms payment for your purchase from 0803065 B.C. Ltd.. This order will appear on your credit card statement as Classified Auto Service. To contact us, please send an e-mail to [admin@readypay.net](mailto:admin@readypay.net) or call 888-760-3426

### Receipt

Transaction Time: May 18, 2010 04:34 PM  
Gateway ID: 12374  
Receipt Number: 1298561408.50D1  
Sales Order Number: 18231  
Transaction Type: Mail/Phone Order  
Authorization Code: 03161Z

### Shipping Information

Name: WILBERT O MARTIN  
Company (Optional):

Card Type: MC

Card Number: XXXXXXXXXXXX [REDACTED]

### Order Details

Code	Quantity	Description	Unit Price	Subtotal
mnltrans	1	AMG GUARANTEE	104.95	104.95
		Canadian Dollar Total		104.95

Auto Marketing Group 888-760-3426

**Bert Martin**

---

**From:** "Bert Martin" [REDACTED]  
**To:** "Classified Auto Service" <admin@readypay.net>  
**Sent:** May 28, 2010 12:04 PM  
**Subject:** Re cancellation of service

After many ,many attempts to talk to your company's representatives, I have been unsuccessful to speak to Mr. Tom Hunter. This Email is to advise you of cancellation of your services. I am asking that you please credit my Mastercard for these costs and refund all moneys related to this transaction. Receipt # 1298561384.07D1 for \$419.89 and for Receipt # 1298561408.50D1 for 104.95.

Yours Truly  
Bert Martin



**CANADIAN TIRE**

# Transmission Log

CTR#053

Wednesday, 2010-05-26 13:27

5198944255

Date	Time	Type	Job #	Length	Speed	Station Name/Number	Pgs	Status
2010-05-26	13:25	SCAN	00359	0:52	14400		4	OK -- V.17 AM31

*2nd FAX*

*May 26.10*

Wilbert C. Martin  
 Kitchener, Ont.  
 R2C 1V2  
 Gas Advantage MasterCard  
 Fraud Department  
 Attention Cindy      Re Acc: [REDACTED]

As per our phone conversation of May 25/2010 approximately 10am, Re charges to my MasterCard account from a company identifying themselves as Automotive Marketing Group (AMG). This company is also using the name Classified Auto Service.

These companies are associating themselves with Wal-Mart Canada. Upon investigation, I find that Wal-Mart has no record of any of these companies, therefore I have reason to believe these companies are fraudulent. I am in the process of contacting AMG as well as Classified Auto Services with no success to date. The phone # 888-760-9426 is a valid number which connects to their head office in Vegas. I was led to believe, their office was on Calgary Alberta.

I have been advised by Phone Buster, Div. of RCMP to block my Gas Advantage MasterCard. I am asking that you please do so if this has not already been done.

This transaction is being investigated by the RCMP, Phone Busters. I am continuing my efforts in contacting Tom Hunter, Manager of AMG & Classified Auto Service in Vegas. I have made many calls and they fail to connect.

I believe this to be a fraudulent business we are dealing with and I would appreciate your help in obtaining a credit on these transactions on my M/C account if at all possible. I will fax copies of the original invoices which were emailed to me by Classified Auto in the amount of 418.99 and 304.95.

Please keep me informed regarding this issue. Thank you for your attention to this matter.

Yours Truly  
 W (Bert) Martin

Fax # 905-714-3340

*NEW FAX # 905-735-2644 DISPUTE DEPT*

Martin -  
 Attachment C  
 TRO EXH 4

88-2583 MC 01/07

5

DECLARATION OF GREGORY NG  
Pursuant to 28 U.S.C. § 1746

1. My name is Gregory Ng and I live in Hercules, California. The following statements are within my personal knowledge and if called upon as a witness I could and would testify thereto.
2. In early January of 2011, I placed an ad on Craigslist to sell my 2007 Acura TL. I listed it for sale at \$19,000 but I expected to be somewhat flexible on the price. I included my phone number in the ad.
3. On January 11, 2011, I was contacted by a caller who informed me that his company, Vehicle Stars "(VS)", could help me sell my vehicle at exactly the price that I was advertising on Craigslist. The caller, Scott, told me that his company had found my number through my Craigslist ad. He said that he knew of buyers who were looking for the exact kind of car that I was selling. He told me that he could definitely get my asking price for the car, and the only caveat was that I would need to pay VS \$399.99 and then provide pictures of my car, along with all the specifics such as make/model, mileage, color, etc. He explained that once VS received my deposit and car photos and information, they would create an ad on their website. He said that this same ad would also be run on 200 similar vehicle marketing websites.
4. I was leery of being scammed, so I asked them plenty of questions. My first and most important question was regarding the fact that I had already listed my car on Craigslist and had received a couple of inquiries. I explained this to Scott and asked him what would happen if I sold my car without VS' assistance. At this point Scott told me that I could pay an additional \$99.95 charge which would ensure that the entire fee would be fully refundable if I sold the car myself. I asked him to clarify. He specifically told me that if I sold the car



1 myself, and I had paid VS the \$399.99 deposit plus the \$99.95 fee, then I would receive a full  
2 \$499.94 refund. Scott also told me that he could market my car at \$19,500, \$500 more than  
3 my original asking price, so that VS' service wouldn't even cost me any extra -- the \$500  
4 would make up for the \$499.94 fees that I would be paying to VS.  
5

6 5. During the rest of the conversation, I repeated my questions a few times and asked for  
7 additional information on what VS was offering. I was scared of losing that much money and  
8 I was aware of scams that involve buyers and sellers on Craigslist. Scott reassured me that  
9 VS was not in the business of scamming people as they were considered one of the highest-  
10 rated companies in the business.  
11

12 6. I was finally convinced that it was a good deal. I would either sell the car myself and get the  
13 deposit back, or VS would sell it for me, at a slightly higher price than I would otherwise get  
14 for it -- thereby covering their \$499.94 fee. I decided to give Scott my credit card information  
15 for the \$499.94 deposit, based on his assurances that I would receive a full refund if I was  
16 able to sell my car independently and without any assistance from VS. I agreed to let Scott  
17 charge \$499.94 to my Visa card for their service. I don't recall if I gave my card information  
18 directly to Scott or if I was transferred to another person. I no longer have access to the credit  
19 card statement reflecting that charge.  
20

21 7. On that same day, I received a confirmation email with an attached document titled "Online  
22 Marketing Agreement." A true and correct copy of this email and the associated document  
23 are attached to this declaration as Attachment A. Sometime within the next day or two I  
24 entered my vehicle information on VS' website, per the instructions in the confirmation email.  
25

26 8. Over the next few days I began to have some reservations. On January 18 I called VS to  
27 request to cancel my transaction. I wasn't able to speak with Scott at that time and I was still  
28

1 afraid of being scammed, so I called again a couple of days later to again request cancellation.

2 I spoke with Scott this time. He refused to refund my money and stated that I should give him  
3 "a week or two" and let him see what he could do.

4  
5 9. I didn't hear from Scott for the next few weeks. I sold my vehicle to a private party through  
6 Craigslist on February 11th, 2011, without any involvement from VS.

7 10. I called VS back the following Monday to inform them that I had sold my car. The  
8 representative I spoke with told me that I would have had to sell my car within the first seven  
9 days in order to get my money back, and according to their records I had not, so I would not  
10 receive my money back.

11 11. I then checked their terms and conditions on their website and determined that there was  
12 nothing in the agreement about selling one's vehicle in the first seven days. This requirement  
13 was not listed anywhere in my confirmation email, nor was it verbally told to me.

14  
15 12. A few days later, somewhere near the end of February, I decided to try talk to a manager and  
16 explain the situation, since Scott had offered me no help. I called VS and spoke with a  
17 manager whose name I don't recall. He told me that he believed Scott, since Scott had been  
18 working there for so long and knew his job. He told me that it must have been my own  
19 misunderstanding and that VS wasn't responsible for it. He simply refused to help me at all.

20  
21 13. A few days later I sent a refund request letter to VS. I mailed it through USPS certified mail  
22 and received notice that it had been received at VS on March 5, 2011. To this day I have not  
23 received a response.

24  
25 14. On April 12, 2011, I filed a complaint with the Better Business Bureau. A true and correct  
26 copy of this complaint is attached to this declaration as Attachment B.

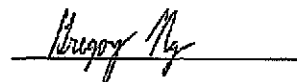
1 15. On April 13, 2011, I filed a complaint with the Federal Trade Commission. A true and  
2 correct copy of this complaint is attached to this declaration as Attachment C.

3 16. Over the next few weeks I corresponded with BBB, and during this time they told me that  
4 they were in turn corresponding with VS. According to the BBB, VS agreed to a partial  
5 refund. I received this partial refund, for \$250, to my credit card sometime in late April of  
6 2011.

7  
8 17. I would never have signed up with VS if I had known what their terms and conditions really  
9 were. I certainly wouldn't pay hundreds of dollars for VS to post my ad on their websites  
10 when I can post it myself, through Craigslist, free of charge. I received absolutely nothing of  
11 value from VS for the \$499.94 they charged me, and even with the partial refund I'm still out  
12 \$250.  
13

14  
15  
16 I declare under penalty of perjury that the foregoing is true and correct.

17 Executed 10 day of 2, 2012.

18  
19   
20 Gregory Ng

## ONLINE VEHICLE MARKETING AGREEMENT

Subject to the terms of this Agreement, VehicleStars, will provide online vehicle marketing services to you, the paid customer, as described below:

**1. Services.** VehicleStars will advertise your vehicle (the "Vehicle") on [www.vehiclestars.com](http://www.vehiclestars.com) (the "Site"), which will be connected to VehicleStars' network of websites and accessible on major search engines (the "Services").

**2. Duration.** The date of this Agreement will be the date on which your payment to VehicleStars for the Services is authorized and received (the "Contract Date"). VehicleStars will profile the Vehicle for 90 days following the Contract Date. Every reference to "day" or "days" in this Agreement is to calendar days.

**3. Profiling Fee.** The fee for the Services will be \$399.99 USD (the "Profiling Fee").

**4. Premium Option Fee.** In addition to the Services, VehicleStars offers the "Premium Option Guarantee" for an additional cost of \$99.99 USD, which will ensure that the Profiling Fee is risk-free, subject to this Agreement. If the Vehicle is not sold at the end of the 90-day period, VehicleStars will refund your Profiling Fee, provided the following additional conditions are met: Discounts may have applied to either fee, per your invoice and verification agreement

- The Vehicle must still be for sale, and unsold, as of the date that you submit your completed Refund Request Form to VehicleStars, and the Vehicle's title must be in your name or in the name of a lien holder on your behalf;

- You must have logged on to the Site within 7 days of the Contract Date and completed the registration process, including listing the VIN number of the Vehicle, by using a user name and password that will be sent to you following payment and processing;

- You must have uploaded 1 picture to the Site within 14 days of the Contract Date;

- Your listing on the Site must be active every day from the date of listing until the end of the 90-day period; and

- You have provided, at the request of VehicleStars, written proof of ownership of the Vehicle from your state or provincial department of motor vehicles.

Refund requests must be sent to VehicleStars via certified mail within seven days following the 90-day period. Requests will not be accepted via email, fax, or telephone. Requests received through postal mail that do not have courier tracking on them are not guaranteed to be received and are ineligible.

The Refund Request Form must be notarized and include a statement showing that the Vehicle is still in your possession and has not been sold or traded. If title is not available, provide an official mailed document from lien/title holder stating that the title of the Vehicle remains in the original Seller's name from time of placed advertisement. VehicleStars has complete discretion to determine whether the requirements for the Guarantee have been met.

**5. Itemization of Purchase Price.** The purchase price has been included in the enclosed receipt that you have received to your email. If you do not receive this, it is your responsibility to request a new copy.

**6. Statement of Payment.** The Purchase Price is payable in full on the Contract Date by providing us with your credit card information either over the telephone or through the Site.

**7. Contact Us**  
Telephone: 1-888-978-2770  
Email: [support@vehiclestars.com](mailto:support@vehiclestars.com)  
Mailing Address: #6002-1007 N Federal Hwy,  
Fort Lauderdale, FL, 33304

**8. Consent.** Your consent to this Agreement will be confirmed by you authorizing payment for the Services and, if applicable, the VehicleStars' Premium Option Guarantee.

**9. General Terms and Conditions.** The General Terms and Conditions sent along with this Agreement apply to any use of the Site and are hereby incorporated into this Agreement.

**COMPLAINT ACTIVITY REPORT Case # 90095896 BBB of Southeast Florida & the Caribbean****Consumer Info:**

Ng, Gregory

Hercules, CA 94547

**Business Info:** Vehicle Stars1007 N. Federal Hwy., # 6002  
Fort Lauderdale, FL 33304-1422  
888 978-2770**Location Involved:**

(Same as above)

**Consumer's Original Complaint :**

I would like to request your assistance in resolving a dispute that I have with vehiclestars.com. Here is a little history: On Tuesday, Jan. 11, 2011 at 3:00pm I was contacted by "Scott" from vehiclestars.com as they had found my number through a Craigslist ad that I posted trying to sell my 2007 Acura TL. Scott informed me that he could help sell my vehicle at exactly the price that I was advertising on Craigslist. The only caveat was for me to send a \$500 deposit, pictures of my car, along with all the specifics such as make/model, mileage, color, etc. Once they received my \$500 deposit, they would then create an ad on their website as well as 200 other similar websites.

I was afraid of being scammed, so I asked plenty of questions. My main question I asked was around the fact that I had already listed my car on Craigslist and had received a couple of inquiries, so what happens if I sell my car without their assistance? I was specifically told by Scott that if this should happen that I would receive a full refund of my \$500 deposit. I asked this of Scott several times because I was scared of being scammed by his company. He reassured me that they were not in the business of scamming people as they considered themselves as one of the higher rated companies in this business.

I ended up giving Scott my credit card information for the \$500 deposit, based on his assurance that I would be able to receive a full refund if I was able to sell my car independently outside of any assistance from vehiclestars.com. I later had some reservations and I subsequently called vehiclestars.com on the following Monday Jan. 18th, and then again a couple of days later requesting to cancel my transaction, still being afraid of being scammed. "Scott" refused to refund my money and stated "to give him a week or two and let him see what he could do".

I ended up selling my vehicle to a private party through Craigslist on February 11th, 2011. I called vehicle stars back the following Monday to inform them that I had sold my car. They told me that I had to sell my car within the first seven days in order to get my money back, and since I didn't according to their records, would not receive my money back.

I've checked their terms and conditions and selling my vehicle in the first 7 days of the agreement is nowhere to be found on their website, or in my confirmation email, nor was it verbally told to me. I've also tried talking to the manager and explained the situation, and he was of no help. I sent them a certified letter which was received on Mar. 5, 2011 and again no response. Also if I was pressured into selling my vehicle within 7 days, I would not have signed up for the website where I can post it through Craigslist free of charge.

Verification Code: 805192248

Contract Date: 2011-01-11 15:02:44

Listing ID: 6515

**Consumer's Desired Resolution:**

I want my \$500 deposit back from Vehiclestar.com

04/12/2011	web	BBB	Case Received by BBB
04/13/2011	TLM	BBB	Case Reviewed by BBB
04/13/2011	Otto	EMAIL	Send Acknowledgement to Consumer
04/13/2011	Otto	FAX	Notify Business of Dispute
04/27/2011	WEB	BBB	RECEIVE BUSINESS RESPONSE : We have contacted Mr. Ng to come to a

resolution immediately. He has sold his vehicle privately and thus would have not qualified for his refund. However, in good faith we have offered him a partial refund of \$250 to show the client that we are not here to practice bad business and care about our clients both existent and non-existent.

Mr. Ng is satisfied with the resolution and we have offered him 1 free credit of service for future business.

04/28/2011	TLM	EMAIL	Forward Business response to Consumer
05/03/2011	WEB	BBB	DISPUTE RESOLVED- WITH LETTER : (The consumer indicated he/she

ACCEPTED the response from the business.)

I'll except the \$250, as it is better then nothing at this point. I really do feel I should be refunded my full refund since I feel they did absolutely nothing for me. But hard lesson learned. I will never work with them again or recommend anyone to them. Thanks again for your assistance.

05/04/2011	Otto	EMAIL	Inform Business - Case Closed RESOLVED
05/04/2011	Otto	BBB	Case Closed RESOLVED

Report AND auto

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## Consumer Sentinel Network Complaints

Consumer Sentinel Network Complaints			
Reference Number:	30558990	Originator Reference Number:	06330090095896
Language:	English	Contact Type:	Complaint
Source:	Organization	DNC?	N
Comments:	<p>I would like to request your assistance in resolving a dispute that I have with vehiclestars.com. Here is a little history: On Tuesday, Jan. 11, 2011 at 3:00pm I was contacted by 'Scott' from vehiclestars.com as they had found my number through a Craigslist ad that I posted trying to sell my 2007 Acura TL. Scott informed me that he could help sell my vehicle at exactly the price that I was advertising on Craigslist. The only caveat was for me to send a \$500 deposit, pictures of my car, along with all the specifics such as make/model, mileage, color, etc. Once they received my \$500 deposit, they would then create an ad on their website as well as 200 other similar websites. I was afraid of being scammed, so I asked plenty of questions. My main question I asked was around the fact that I had already listed my car on Craigslist and had received a couple of inquiries, so what happens if I sell my car without their assistance? I was specifically told by Scott that if this should happen that I would receive a full refund of my \$500 deposit. I asked this of Scott several times because I was scared of being scammed by his company. He reassured me that they were not in the business of scamming people as they considered themselves as one of the higher rated companies in this business. I ended up giving Scott my credit card information for the \$500 deposit, based on his assurance that I would be able to receive a full refund if I was able to sell my car independently outside of any assistance from vehiclestars.com. I later had some reservations and I subsequently called vehiclestars.com on the following Monday Jan. 18th, and then again a couple of days later requesting to cancel my transaction, still being afraid of being scammed. 'Scott' refused to refund my money and stated 'to give him a week or two and let him see what he could do'. I ended up selling my vehicle to a private party through Craigslist on February 11th, 2011. I called vehicle stars back the following Monday to inform them that I had sold my car. They told me that I had to sell my car within the first seven days in order to get my money back, and since I didn't according to their records, would not receive my money back. I've checked their terms and conditions and selling my vehicle in the first 7 days of the agreement is nowhere to be found on their website, or in my confirmation email, nor was it verbally told to me. I've also tried talking to the manager and explained the situation, and he was of no help. I sent them a certified letter which was received on Mar. 5, 2011 and again no response. Also if I was pressured into selling my vehicle within 7 days, I would not have signed up for the website where I can post it through Craigslist free of charge. Verification Code: 805192248 Contract Date: 2011-01-11 15:02:44 Listing ID: 6515 --- Additional</p>		

Comments: I want my \$500 deposit back from Vehiclestar.com'			
Entered By	BBBWEFL-USER	Entry Date	4/13/2011
Updated By	BBBWEFL-USER	Updated Date	6/23/2011
Complaint Source	BBB FL West Palm Beach	Product Service Code	Internet Information & Adult Services
Amount Requested		Amount Paid	
Payment Method		Agency Contact	External Agency
Complaint Date	4/13/2011	Transaction Date	
Initial Contact		Initial Response	
Statute/Rule		Law Violation	
Topic		Dispute with Credit Bureau	
Dispute with Credit Bureau Responded?		Dispute with Credit Bureau Resolved to Satisfaction?	
Member of armed forces or dependent?			
Consumer			
Complaining Company/Org.			
First Name	Gregory	Last Name	Ng
Address 1		Address 2	
City	HERCULES	State/Prov	California
ZIP	94547	Country	UNITED STATES
Home Number		Work Number	
Fax Number		Ext	
Email		Age Range	
Military Service Branch		Soldier Status	
Soldier Station			
Subject			
Subject	Vehicle Stars		
<a href="#">View Similar Complaints</a>			
Address	1007 N. Federal Hwy., # 6002		
City	Fort Lauderdale	State/Prov	Florida
ZIP	33304	Country	United States
Email	support@vehiclestars.com	URL	www.vehiclestars.com
Area Code		Phone Number	
Ext			
Representative Name		Title	

6

ORIGINAL

DECLARATION OF CODY PEARCE  
Pursuant to 28 U.S.C. § 1746

I, Cody Pearce, declare as follows:

1. I reside in Racine, Wisconsin. The following facts are known to me personally and if called as a witness I could and would competently testify thereto.

2. In mid July 2010, I listed my car, a Ford Mustang, on Craigslist and eBay. I was asking \$18,000 for the car. On August 6<sup>th</sup>, I received a phone call from someone who said they were with a company called Auto Marketing Group ("AMG"). The representative identified herself as "Courtney Muffiner" at ext. 260. Courtney told me that AMG helps people sell their vehicles by working with financing companies to provide financing to potential buyers. Courtney told me she had people interested in my car and that if I paid a \$400 fee, she would put the interested buyers in touch with me.

3. I asked Courtney what the fee was for. She told me that it was for advertising. She told me that AMG advertises a seller's vehicle on many reputable sites, such as Auto Trader. Courtney said that for an additional \$100, I could guarantee a refund of my \$400 advertising fee if AMG could not sell my car within 90 days. I gave her my e-mail address and told her that I would think about it.

4. Courtney sent me an e-mail with more information about what AMG does. A true and correct copy of this e-mail, with my personal e-mail address redacted, is attached to this declaration as Attachment A.

5. Three days later another AMG representative who identified himself as "Justin Brown" called me. He told me that AMG had an interested buyer for my car and that the buyer was working on financing. Justin asked if I was still interested in using AMG's services. I said that I was interested.

6. I asked Justin how AMG's refund policy worked if they did not sell my car within 90 days. Justin told me that the \$100 fee was non-refundable but that I would be able to obtain a full refund of the \$400 fee if I provided proof that I still had the car along with a form from the AMG website. Justin told me the form had to be notarized.



1           7.     Everything sounded good and since I hadn't had any offers to buy my car, I  
2 decided to sign up with AMG. Justin transferred me to another person to handle the verification  
3 of my purchase. I gave the person my credit card number and agreed to pay \$400 for the fees and  
4 the \$100 for the refund guarantee. A true and correct copy of my credit card statement, with  
5 account number and other personal information redacted, is attached to this declaration as  
6 Attachment B. The person verifying my order told me that the call was being recorded to protect  
7 me and so that the company could have a record of the conversation. This person also told me  
8 that I would receive an e-mail confirming my order and welcoming me to AMG.

9           8.     After I hung up, I received an e-mail from AMG which included a receipt and  
10 thanked me for choosing their service. When I looked at the receipt, I noticed that I was charged  
11 \$399.99 for AMG's service and \$99.95 for the guarantee instead of the even \$400 and \$100  
12 mentioned in the phone call. I did not think too much about it since it was such a small  
13 difference. A true and correct copy of this e-mail, with my personal e-mail address and  
14 membership information redacted, is attached to this declaration as Attachment C.

15           9.     The e-mail included instructions about what I had to do to qualify for the refund. I  
16 did everything the e-mail said. I registered my account on AMG's website. I provided AMG with  
17 my VIN number. When I looked on the website, I read that I needed to upload at least one picture  
18 for use in the ads. I uploaded several pictures of my car.

19           10.    After 90 days, I had not heard from anyone at AMG about any potential buyers  
20 and my car had still not been sold. I visited the websites Courtney mentioned in her e-mail to me.  
21 I did not find any ads for my car on any of the websites I visited. The only place I found my car  
22 advertised was on AMG's site.

23           11.    I decided that since it had been 90 days and my car was unsold, I would apply for  
24 a refund.

25           12.    I filled out the refund request form on AMG's website. I provided all the  
26 materials that were listed on the website. A few days later, I received a rejection letter in the mail.  
27 AMG said that I had not submitted all of the necessary paperwork. The letter said that I didn't  
28 include a copy of my vehicle registration or title. A true and correct copy of this letter is attached

1 to this declaration as Attachment D.

2 13. I was sure that I had included a copy of my title but I decided that I would apply  
3 again for a refund. In December, I included copies of all the documents stated in the rejection  
4 letter and sent these forms to AMG. In early January, I called AMG to find out the status of my  
5 refund. I spoke to a man who said his name was Walter Brown and who identified himself as a  
6 manager. Walter told me that the refund had been approved and that it would be mailed on  
7 January 21<sup>st</sup>.

8 14. February came and I did not receive a check. I called AMG again and spoke to  
9 Walter again about my refund. This time, he told me that the company was having problems with  
10 their accounting and to call back later. I called every other week trying to get a refund. Each time  
11 I was told that Walter was either busy or out of the office. I left my number with the  
12 representative that answered my calls but no one ever called back.

13 15. On May 27, 2011, I finally spoke to Walter again. This time he told me that a  
14 check would come on May 31<sup>st</sup>. I didn't receive anything.

15 16. Finally, I contacted the local TV station in Milwaukee and the person that deals  
16 with consumer complaints and told them about my situation with AMG and that I had been  
17 scammed. It is my understanding that after I complained to the station, a volunteer at the station  
18 called AMG and asked to speak to the AMG manager. It is my understanding the volunteer told  
19 the manager that I wanted a full refund and the manager then hung up on the volunteer. After that  
20 I filed complaints with the Better Business Bureau and the FTC.

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1 17. As of this declaration, I have not received a refund from AMG. I finally sold my  
2 car myself on June 4, 2011. If I had known that AMG was not going to be able to sell my car or  
3 that they would not refund my money when they didn't sell my car, like they promised, I would  
4 have never agreed to sign up for their service or to pay their fees.

5  
6 I declare under penalty of perjury that the foregoing is true and correct.  
7  
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10 Executed on 7/15/2011  
11 Date

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13 Cody Pearce  
14 Cody Pearce  
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**From:** Auto Marketing Group <[info@antomarketinggroup.com](mailto:info@antomarketinggroup.com)>

**Date:** August 6, 2010 1:58:50 PM CDT

**To:** Cody Pearce <[cody.pearce@att.net](mailto:cody.pearce@att.net)>

**Subject:** re: Ford Mustang Coupe Premium - Pony Package, Grabber Orange!! (from AMG Marketing/Financing)

**Hi Cody Pearce,**

Thank you for taking time with me to go over our service.

My extension is 260 at 1-888-760-3426.

Here is a summary:

- Cost of our service: \$400 advertising fee + \$100 AMG guarantee
- AMG Guarantee: if we do not sell your vehicle within our maximum 12 week period, we will refund the advertising fee.
- We will scan for finance clients while your vehicle is in our registry

We will require you to send us the VIN and a minimum of one photo so that we can show the photos to interested parties, as well as run the VIN to ensure a clean vehicle history.

We advertise with the Military.com, Car and Driver, Walmart, AOL, and a list of about 60 affiliated websites.

If you have any questions please do not hesitate to call customer service or myself.

Regards,

**Courtney Muffiner**

Account Prospector for WI

**Auto Marketing Group**

1-888-760-3426 x 260

You are receiving this email as a direct result of your communication with one of our agents. No unsolicited emails are sent by our company, and no emails will follow unless you request information. If you have any questions about our privacy policy, use of emails, or would like to be added to our 'Do Not Call' list, please contact customer service at 1-888-760-3426.

Cody Pearce Declaration  
Attachment A

PROGRAM, MASTERCARD

**CODY W PEARCE - Valued Cardmember Since 2008**



Insured by **HSBC** 

Revard Zone Program Platinum MasterCard Account  
Account Number ~~XXXXXXXXXXXX~~  
From August 3, 2010 to September 3, 2010

Page 2 of 3

08/04/10	08/12/10	CLASSIFIED AUTO SERVICE HENDERSON	MT102230101000010215253	\$99.95						
08/09/10	08/17/10	CLASSIFIED AUTO SERVICE HENDERSON	MT102230101000010215234	\$100.00						
Total Purchases For This Period										
Trans Date	Post Date	Description of Fees	Reference Number	Amount						
Interest Charge										
		Description of Interest Charge		Amount						
		INTEREST CHARGE ON CASH ADVANCES		\$99.95						
		INTEREST CHARGE ON PURCHASES		\$100.00						
		INTEREST CHARGE ON BALANCE TRANSFERS		\$100.00						
Total Interest For This Period				\$299.95						
<table><tr><th colspan="2">2010 Year-to-Date</th></tr><tr><td>Total fees charged in 2010</td><td>\$299.95</td></tr><tr><td>Total interest charged in 2010</td><td>\$299.95</td></tr></table>					2010 Year-to-Date		Total fees charged in 2010	\$299.95	Total interest charged in 2010	\$299.95
2010 Year-to-Date										
Total fees charged in 2010	\$299.95									
Total interest charged in 2010	\$299.95									

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
PURCHASES 60007	██████	██████	██████

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
PURCHASES 10001	██████	██████	██████
CASH ADVANCES 30001	██████	██████	██████
BALANCE TRANSFER 41111	██████	██████	██████

v=Variable Rate

5044up-5 of 000000000000 G STAFF74 IN 2 (0533 1209)

**Cody Pearce Declaration  
Attachment B**

TRO EXH 6

From: Auto Marketing Group <[sales@automarketinggroup.com](mailto:sales@automarketinggroup.com)>  
Date: August 9, 2010 4:23:01 PM CDT  
To: [REDACTED]  
Subject: AMG Confirmation Email

## **AUTO MARKETING GROUP**

### CONFIRMATION LETTER

Dear Cody Pearce,

Thank you for choosing the Auto Marketing Group for the sale of your vehicle. You have already completed the first step and created your profile with your agent. This is your confirmation email and information that you need to activate your account.

To initiate the rest of this process, please immediately sign in to your account with the details below, and register the VIN number that your money back guarantee will be active on. **You must complete this process within 7 days of registering to be eligible for the money back guarantee**, as we need to ensure that we are able to perform our duties within a proper time frame.

We reserve the right to perform a car fax on all vehicles registered, to verify that they are in the condition noted. Please update your profile with full pictures, and check the options that are on your vehicle.

Company information:

Toll Free: 1-888-760-3426 Monday-Friday 9am-5pm PST

Website address: [www.automarketinggroup.com](http://www.automarketinggroup.com)

Email: [customerservice@automarketinggroup.com](mailto:customerservice@automarketinggroup.com)

Transaction information:

Service Fee (including AMG Guarantee, if accepted): 399.99 + 99.95

Verification number: 636855573

Membership information:

Username: [REDACTED]

Password: [REDACTED]

Listing ID: 13442

Locality: Racine

Regards,

**AMG Customer Service**

Cody Pearce Declaration  
Attachment C

# ***Auto Marketing Group***

Auto Marketing Group,

7260 West Azure Drive #140-762

Las Vegas, NV, 89130

## **Refund Request**

CLIENT NAME: Cody Pearce

LISTING ID: 13442

SALE DATE: 08/09/10

Dear Mr. Pearce:

Auto Marketing Group Refund Department (AMGRD) received your Refund Request Application, in which you have requested a refund under our Refund Request Policy; after careful review and consideration from AMGRD, your application has been unsuccessful. Our decision was based on an analysis of all the information that you provided on your application to AMGRD. Your request was denied based on the following terms: You are able to reference our policy at <http://www.automarketinggroup.com/refund.cfm> we have also included a copy of our policy and refund request form for your convenience.

\*Vehicle Registration/Title Not Attached to Refund Request Form.

AMGRD received a request from our sales department to credit your account with 90 days of free service. This credit has been approved, and applied to your account, and can be used any time of your choosing. As well your credit is fully transferrable to a party you wish to extend it to.

Regards,

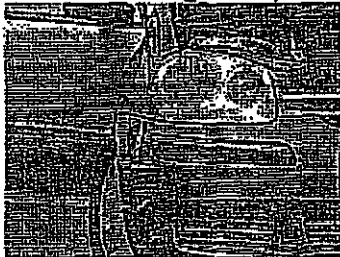
Walter Brown

Cody Pearce Declaration  
Attachment D

TRO EXH 6

# **AUTO MARKETING GROUP**

## **Auto Marketing Group Refund Instructions**



### **90-Day Money Back Guarantee Terms and Conditions.**

At Auto Marketing Group we understand that selling a vehicle can be expensive and at times frustrating. Auto Marketing Group has decided to give advertising a greatly needed refreshing change that will eliminate the costly expenses and unnecessary headache. When you sign up with AMG you will be given the option to guarantee your services. We have a set advertising cost and are able to calculate the odds of your vehicle selling within our 90 day time frame. If you accept our offer to guarantee the sale, you will be charged a separate non-refundable fee on your advertising. The surcharge is of course non-refundable however the advertising fee is fully refundable if your vehicle is not sold. This makes sure that if for any reason your vehicle does not sell that you aren't left holding the bag and a stack of useless advertising bills. The refund of your advertising is subject to those who purchase the guarantee plan and are subject some terms and conditions. The following shows our guarantee limitations for eligibility.

**Ammendment to our policy effective July 28, 2010**

Effective on July 20, 2010, instead of sending us your vehicle details via our refund registration process, you can instead meet this requirement by signing in to your account after registration, and choosing to accept the money back guarantee online.

Upon sign in, you will be presented with a form to enter your VIN and accept the money back guarantee and privacy policy.

The VIN must be valid, and you must register and accept the money back guarantee within 7 calendar days of account creation, to be eligible.

We will still accept the registration form listed at the bottom of this page.

### **Each condition must be met for eligibility:**

- Your Auto Marketing Group listing must be active on the [www.automarketinggroup.com](http://www.automarketinggroup.com) website for 90 consecutive calendar days.
- The advertised vehicle must still be for sale, and unsold, as of the date the Refund Request is submitted and the vehicle's title must be in the original Seller's name or in the name of a lien holder on the Seller's behalf.
- The advertised vehicle as originally listed must be competitively priced, consistent with the vehicle's quality, comparable vehicles of the same condition, manufacture, similar year, make and model, and overall market conditions, in order to qualify for guarantee.
- The Seller must have uploaded 1 picture at minimum within 14 calendar days of the listing date to qualify for the guarantee.
- At the request of Auto Marketing Group, you may be required to provide written proof that you still own title to your vehicle from your state or provincial department of motor vehicles.



#### **Refund Process**

To qualify for the Guarantee, you must send in the refund form by certified post, postmarked within seven calendar days of advertisement with Auto Marketing Group. The refund form can be mailed to our national mail box. Refund forms will not be accepted by email, fax, or by phone. The refund form is located at the bottom of this page.

---

After submitting the refund form, must send in your request for a refund at the end of the 90 days. Refund Requests must also be sent via certified postal mail within seven calendar days following the 90-day Guarantee period. Requests will not be accepted via email, fax, or over the phone. The Refund Request form is located at the bottom of this page.

The Refund Request form must be notarized and include, a statement showing that your vehicle is still in your possession, and has not been sold, or traded. The advertised vehicle must be currently for sale, and include a copy of the title dated within the refund request period. If title is not available, provide an official mailed document from lien/title holder stating that the title of the vehicle remains in the original Seller's name from time of placed advertisement.

Auto Marketing Group has complete discretion to determine whether the requirements for the Guarantee have been met.

ORIGINAL

DECLARATION OF JOHN ROBERTS

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1. My name is John Roberts. I live in Pompano Beach, Florida. The following statements are within my personal knowledge and if called upon as a witness I could and would testify thereto.
2. In early March of 2011 I listed my 2009 Nissan Ultima for sale on Autotrader.com and Facebook Marketplace for \$20,000. Within a day or so of my listing becoming active, I received a call from a woman who claimed that her company could sell my car for me, guaranteed, at no additional cost to me. I believe this was the same representative that I later learned was named Jessica Jones. She explained that her company, Vehicle Stars ("VS"), had a very aggressive – and successful - national marketing campaign which included several different widely-read websites. She told me that VS would pre-approve potential buyers for financing, making it much more likely that sales went through. She assured me that there was a great demand for the type of car I was selling at that particular price point and that she was sure it would sell quickly.
3. Since she sounded so certain that she could sell my car quickly, I was interested in hearing more. I asked him how VS made their money, since she had told me that I wouldn't be paying for their service. She explained that VS makes their money on the financing end of the transaction. According to him, VS worked with high-risk buyers, and are able to charge high interest rates. She said that I would be responsible for an upfront fee but that it was really more of a refundable deposit.

- 1 4. She told me I would pay a fee of \$399.99 to begin the listing process, but VS would list the  
2 car at a price at least \$400 higher than my original asking price so the fee would just basically  
3 come off the selling price and not actually out of my pocket.
- 4 5. I asked what would happen if my car didn't sell. She said that there was almost no chance of  
5 that, but if I wanted to I could purchase the "premium option" insurance for \$99.95. This  
6 would ensure that in the event that VS didn't sell my car would get a full and prompt refund.  
7
- 8 6. While we were talking, I was on the computer and I viewed the website she had mentioned to  
9 me, vehiclestars.com. I saw that it did have listings for cars from all over the country. It  
10 looked like a legitimate website and seemed to be pretty easily searchable. I was nearly  
11 convinced that it was a good and safe deal, but I still had some questions about how the  
12 refund process worked. Jessica told me that it was cut-and-dried – since I had purchased the  
13 premium option I would definitely get a 100% refund in the unlikely event that my car didn't  
14 sell. She said that there was "virtually no risk" in participating.  
15
- 16 7. Looking back on the conversation, I now believe that she was talking very quickly and  
17 seemed to be trying to get me off the phone with minimal explanation. At the time, however,  
18 it sounded like it was a no-lose proposition for me and I decided to go ahead with VS'  
19 program. She told me that I could pay the fee with a credit card over the phone and that would  
20 get the process started immediately. I can't recall if I gave Jessica my credit card number or if  
21 she transferred me to someone else, but I ended up authorizing VS to charge my card a total  
22 of \$499.94.  
23
- 24 8. Within a day or two I received an email confirmation letter from VS with instructions on how  
25 to provide my vehicle information so that the listing would become active on VS' marketing  
26 websites. A true and correct copy of this email is attached to this declaration as Attachment  
27  
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1 A. The email also included an "Online Marketing Agreement, which is attached to this  
2 declaration as Attachment B. I followed all the instructions to the letter, and began to wait to  
3 hear from VS.

4  
5 9. I expected to get a call from VS fairly soon, considering how certain the sales representative  
6 had been that there was great demand for my type of car. During our initial conversation she  
7 had assured me several times that my car would sell quickly and I didn't have any reason to  
8 doubt her. But no one contacted me.

9  
10 10. I heard nothing from VS for several weeks. At some point, probably in late March or so, I  
11 received a call from Jessica telling me that she had a buyer in the final stages of approval. A  
12 few days later she called me back to say that the deal had fallen through at the last minute.  
13 This happened again a few weeks later.

14  
15 11. The bottom line was that my car was not sold during the 90 days after I had paid VS for their  
16 service. I received an email from Jessica reminding me that I had a limited time to request a  
17 refund. A true and correct copy of this email is attached to this declaration as Attachment C.  
18 I began the somewhat complicated process of submitting a refund request.

19  
20 12. As I looked through the requirements, I was surprised at how many steps I would have to take  
21 to get my refund, considering that Jessica had made it sound like such a simple process. I  
22 would need to get a notarized statement from the Department of Motor Vehicles showing that  
23 the car was still in my possession, and send it along with the request form by certified mail. I  
24 thought it was a ridiculous amount of proof, but I wanted the refund so I followed the  
25 instructions to the letter and made sure there were no errors before I sent it in. I sent the  
26 whole packet in by certified mail on June 6.

1 13. I did not hear anything from VS for several days. I called to inquire about the status of my  
2 refund. Jessica told me that the paperwork had been received and my refund was being  
3 processed. She assured me that I'd receive it in the mail, by check, in three to five weeks.

4 14. Several weeks passed and I hadn't received anything in the mail from VS. I called again and  
5 spoke with another representative. This person told me that my refund had been approved  
6 and processed, and that I would be receiving a check in the mail within a few days. I was  
7 beginning to have my doubts but this representative sounded sincere so I decided to give it  
8 another week.  
9

10 15. When I still hadn't received my refund a week or so later, I called again. I got the same  
11 runaround as before -- a sincere-sounding customer service agent who claimed that my refund  
12 had been approved and would soon be on its way. He told me that he was sorry it hadn't  
13 been sent, but that something to do with the way they batched checks had prevented it from  
14 going out before. A week after that I still hadn't received my refund. I called back, and this  
15 time the agent had some excuse about a Canadian mail strike holding up my check.  
16

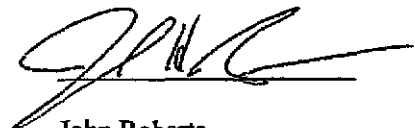
17 16. I waited another week and called back. This time I insisted on speaking with a manager. A  
18 man who told me his name was Kevin Sullivan got on the phone. I told him that I had been  
19 dealing with a number of different agents over the last few months, and that they had given  
20 me several different dates when I should expect to receive my refund. He put me on hold  
21 before coming back on the line and telling me essentially what all the other agents had told  
22 me, that my refund was approved and I could expect it within a few weeks. I called a few  
23 more times to try to speak with someone who could give me a real answer and was given  
24 excuses such as "You can't call the refund department, they don't have phones."  
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1 17. At this point I realized that they never intended to refund my money. I figured that continuing  
2 to call them would probably just be a waste of time, as they were all going to just give me the  
3 runaround and promise that a nonexistent check was in the mail. So I decided to file a  
4 complaint with the Federal Trade Commission to see if it would do any good. A true and  
5 correct copy of this complaint to the FTC is attached to this declaration as Attachment D.  
6

7 18. I continued to call VS, every day. I was cursed at several times, but I told the people I spoke  
8 with there that I was not going to stop calling until I got my money back. I probably called  
9 them hundreds of times between June and September 2011. Sometime in late September or  
10 early October I finally reached someone in the refund department who seemed very  
11 apologetic about my situation. I asked for his name (which at this time I do not recall) and  
12 told him that I'd be calling him every day until I got my refund. I'm not sure if that is what  
13 eventually did it, but I finally received a refund check for \$499.94 a few more weeks later.  
14

15 19. I don't believe that VS intended to honor their refund guarantee, and I doubt that they ever  
16 performed any real marketing of my car either. I don't think any of their representatives were  
17 telling me the truth, about the prospective buyers or about the great demand for my type of  
18 car. They did not hold up their end of the bargain in any way and it was only because of my  
19 extreme persistence that I finally got my money back.  
20

21  
22  
23 I declare under penalty of perjury that the foregoing is true and correct. Executed 6 day of  
24 March 2012, at Pompano Beach, Florida.  
25

26  
27   
28 John Roberts

**Brannon-Quale, Amy**

---

**From:** John Roberts  
**Sent:** Thursday, March 01, 2012 9:43 AM  
**To:**  
**Subject:** Fwd: Vehicle Stars Confirmation Letter  
**Attachments:** online marketing agreement.doc

----- Forwarded message -----

**From:** Vehicle Stars <[requested-information@vehiclestars.com](mailto:requested-information@vehiclestars.com)>  
**Date:** Wed, Mar 2, 2011 at 1:05 PM  
**Subject:** Vehicle Stars Confirmation Letter  
**To:**

#### CONFIRMATION LETTER

Dear John Roberts

Thank you for choosing VehicleStars for the sale of your vehicle. You have already completed the first step by creating a profile with your agent – the next is to activate your account.

To activate your account, sign in with the details below, and register the VIN number that activates your Premium Option guarantee. Please note that you must complete this process within seven days of your contract date to be eligible for the money back guarantee, in order to give us a proper time-frame to complete our duties. We reserve the right to perform a Carfax analysis on all the vehicles registered to verify they are in the stated condition.

Please update your profile with pictures, and check the options that are on your vehicle. Your user name and password is below.

#### Transaction confirmation

Verification Code: 812351362

Contract Date: 2011-03-02 10:05:26

General Package: \$399.99

Premium Option Price: \$99.95

1  
ROBERTS ATTACHMENT A

TRO EXH 7

82

All prices quoted in US dollars. Canadian customers are charged GST or HST when applicable.

**Membership Information**

User-name:

Listing ID: 7190

Locality: Florida

Regards,

VehicleStars

Processing Team

Customer service: 1-888-978-2770 9am-5pm PST M-F

Alaska & Hawaii: 1-855-760-4840



## ONLINE VEHICLE MARKETING AGREEMENT

Subject to the terms of this Agreement, VehicleStars, will provide online vehicle marketing services to you, the paid customer, as described below:

1. **Services.** VehicleStars will advertise your vehicle (the "Vehicle") on [www.vehiclestars.com](http://www.vehiclestars.com) (the "Site"), which will be connected to VehicleStars' network of websites and accessible on major search engines (the "Services").

2. **Duration.** The date of this Agreement will be the date on which your payment to VehicleStars for the Services is authorized and received (the "Contract Date"). VehicleStars will profile the Vehicle for 90 days following the Contract Date. Every reference to "day" or "days" in this Agreement is to calendar days.

3. **Profiling Fee.** The fee for the Services will be \$399.99 USD (the "Profiling Fee").

4. **Premium Option Fee.** In addition to the Services, VehicleStars offers the "Premium Option Guarantee" for an additional cost of \$99.99 USD, which will ensure that the Profiling Fee is risk-free, subject to this Agreement. If the Vehicle is not sold at the end of the 90-day period, VehicleStars will refund your Profiling Fee, provided the following additional conditions are met: Discounts may have applied to either fee, per your invoice and verification agreement

- The Vehicle must still be for sale, and unsold, as of the date that you submit your completed Refund Request Form to VehicleStars, and the Vehicle's title must be in your name or in the name of a lien holder on your behalf;

- You must have logged on to the Site within 7 days of the Contract Date and completed the registration process, including listing the VIN number of the Vehicle, by using a user name and password that will be sent to you following payment and processing;

- You must have uploaded 1 picture to the Site within 14 days of the Contract Date;

- Your listing on the Site must be active every day from the date of listing until the end of the 90-day period; and

- You have provided, at the request of VehicleStars, written proof of ownership of the Vehicle from your state or provincial department of motor vehicles.

Refund requests must be sent to VehicleStars via certified mail within seven days following the 90-day period. Requests will not be accepted via email, fax, or telephone. Requests received through postal mail that do not have courier tracking on them are not guaranteed to be received and are ineligible.

The Refund Request Form must be notarized and include a statement showing that the Vehicle is still in your possession and has not been sold or traded. If title is not available, provide an official mailed document from lien/title holder stating that the title of the Vehicle remains in the original Seller's name from time of placed advertisement. VehicleStars has complete discretion to determine whether the requirements for the Guarantee have been met.

5. **Itemization of Purchase Price.** The purchase price has been included in the enclosed receipt that you have received to your email. If you do not receive this, it is your responsibility to request a new copy.

6. **Statement of Payment.** The Purchase Price is payable in full on the Contract Date by providing us with your credit card information either over the telephone or through the Site.

7. **Contact Us**  
Telephone: 1-888-978-2770  
Email: [support@vehiclestars.com](mailto:support@vehiclestars.com)  
Mailing Address: #8002-1007 N Federal Hwy,  
Fort Lauderdale, FL, 33304

8. **Consent.** Your consent to this Agreement will be confirmed by you authorizing payment for the Services and, if applicable, the VehicleStars' Premium Option Guarantee.

9. **General Terms and Conditions.** The General Terms and Conditions sent along with this Agreement apply to any use of the Site and are hereby incorporated into this Agreement.

**Brannon-Quale, Amy**

---

**From:** John Roberts <  
**Sent:** Thursday, March 01, 2012 9:46 AM  
**To:**  
**Subject:** Fwd:

----- Forwarded message -----


**From:** Vehicle Stars <[requested-information@vehiclestars.com](mailto:requested-information@vehiclestars.com)>  
**Date:** Thu, May 26, 2011 at 7:24 PM  
**Subject:**  
**To:**

Dear John

I wanted to give you a reminder that your 90 days is coming up in a couple of days so you will need to send in your refund request form which is located at [www.vehiclestars.com](http://www.vehiclestars.com) Unfortunately we were unable to find another individual that could get approved for the financing. I'm very sorry the Nissan didn't sell but when you send in your refund request form the refund department will contact you back! If you have any questions you can contact our customer service at [1888-978-2770](tel:1888-978-2770)

Thank You,  
Jessica Jones

1  
ROBERTS ATTACHMENT C



# CONSUMER SENTINEL NETWORK

Law enforcement's source for consumer complaints

[Logout](#) [My Profile](#)


Welcome [Name]
My Settings
Your password expires in 45 days
My Disk Space: 2 mb in use / 91 mb left


Advanced Search
All Complaints
All To Date

Home
About Us
Alerts
Reports
Searches
Toolbox
Help Desk
Complaints


**Record Details**

CSN

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 Consumer Sentinel Network Complaints

Record # 1 of 1 / Consumer Sentinel Network Complaints	
Reference Number: 32460793	Originator Reference Number: 06330090111619
Language: English	Contact Type: Complaint
Source: Organization	DNC? N
<b>Comments:</b> On 3/2/2011 I purchased the 'General Package' for \$399.99 as well as the 'Premium Option' for \$99.95 with the understanding that Vehicle Stars would advertise my car and sell it within 90 days or I would receive a refund on the \$399.99. I spoke with Kevin Sullivan, a Manager at the company after months of dealing with other agents who consistently told me different dates and times when I would receive my refund check. I was told all paperwork was received and my refund had been approved and was ready to be shipped as far back as the end of June (Paperwork sent certified mail 6/6/11) and I have called every business day for the past 7 days and have been told they don't know when my check will be sent - likely in another 2 to 4 weeks. I was promised a refund in 3-5 weeks after my paperwork was received. It has now been 9 weeks since my paperwork was sent and Vehicle Stars has yet to confirm a check is in the mail. I don't believe they ever intend to pay me my \$399.99 refund as every person I speak to when I call tells me something different. --- Additional Comments: I seek a FULL refund from Vehicle Stars: \$399.99 for the General Package as well as the \$99.95 for the 'Premium Option' seeing as the company has not held up their end of the arrangement in any capacity and have refused to give me the refund I paid for and was promised. The total amount I am seeking is \$499.94.	
Entered By: 888WEFL-USER	Entry Date: 8/4/2011
Updated By:	Updated Date:
Complaint Source: 888 FL West Palm Beach	Product Service Code: Internet Information & Adult Services
Amount Requested:	Amount Paid:
Payment Method:	Agency Contact: External Agency
Complaint Date: 8/4/2011	Transaction Date:
Initial Contact:	Initial Response:
Statute/Rule:	Law:

ROBERTS ATTACHMENT D

Topic:	Violation:	
Dispute with Credit Bureau - Responded?:	Dispute with Credit Bureau - Resolved to Satisfaction?	
Member of armed forces or dependent?		
<b>Consumer</b>		
Complaining Company/Org.:		
First Name:	John	Last Name: Roberts
Address 1:		Address 2:
City:	POMPANO BEACH	State/Prov:
ZIP:	33066	Country:
Home Number:		Work Number:
Fax Number:		Ext:
Email:		Age Range:
Military Service Branch:		Soldier Status:
Soldier Station:		
<b>Subject</b>		
Subject: <a href="#">View Similar Complaints</a>	Vehicle Stars	
Address:	1007 N. Federal Hwy., # 6002	
City:	Fort Lauderdale	State/Prov:
ZIP:		Country:
Email:	support@vehiclestars.com	URL:
Area Code:		Phone Number:
Ext:		
Representative Name:		Title:

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Provided by the Federal Trade Commission

ROBERTS ATTACHMENT D

8

DECLARATION OF JULIE SALISBURY

1. My name is Julie Salisbury. I live in Owensboro, Kentucky. The following statements are within my personal knowledge and if called upon as a witness I could and would testify thereto.
2. In November of 2011, I was trying to sell my 2006 Volvo XC90 on Craigslist. Soon after my listing went up, I received a phone call from a man who told me that he worked for Vehicle Stars ("VS") which was an auto marketing and financing company. The man said that VS had buyers "lined up" and interested in purchasing my car. I don't recall his name.
3. I had listed my car at \$19,500. The VS representative told me that he was sure he could get more for it. He told me that his company would guarantee that I could sell it for \$20,000 if I used their service. I asked him how much their service would cost me. At first he hedged, saying that VS didn't make their money off of the sale or the service fees, rather they made their money off of the financing end of the deal.
4. I asked again how much I would have to pay and he told me it would be \$399.99 to sign up with VS. He said that this \$399.99 charge was refundable in the event that the car doesn't sell, as long as I purchased the "premium option" for an additional \$99.98. The way he explained it, the "premium option" was not refundable because it was essentially a listing fee. He emphasized that it was very unlikely that I would possibly be out the listing fee with nothing to show for it, since he had a buyer ready to close a deal already. He also assured me that if for any reason I decided to discontinue the listing, including vehicle breakdown, accident, or just change of heart, I would get a full refund of the \$399.99 because I had

1 purchased the "premium option." I recall that he said that it would be illegal for VS to keep  
2 that money if I wanted to discontinue the listing, since it was considered a deposit.

3 5. The VS sales representative made it sound quite simple and nearly risk-free. I didn't even  
4 think to ask for details about the refund process, since he told me that VS guaranteed that they  
5 could sell my car and that they had buyers ready to buy my car. He repeated that his company  
6 was in contact with someone who was looking for the specific make and model of my car, and  
7 was ready to make a purchase, so I figured that everything was ready to go.

8  
9 6. I gave him my Old Navy Visa credit card information for the total \$499.97 charge. I don't  
10 recall if I gave the information directly to him, or if he transferred me to another person. A  
11 true and correct copy of my credit card statement showing this charge is attached to this  
12 declaration as Attachment A.  
13

14 7. Once I had authorized the payment and ended the call, I expected that my car would be sold  
15 within days. I thought that I would be receiving a call from the interested buyer very soon,  
16 since the VS representative had told me that my car was exactly what that buyer had been  
17 looking for.  
18

19 8. Instead, within a day or so after I authorized the charge to my credit card, I received an  
20 "Online Vehicle Marketing Agreement" by email. This is the first time I had a chance to see  
21 anything in writing. A true and correct copy of this agreement is attached to this declaration  
22 as Attachment B. I glanced at the agreement, but did not read it in detail. The VS rep had  
23 already explained to me that the buyer was ready to go and the sale would happen soon, so I  
24 didn't think I would need to worry about the details of the terms and conditions.  
25

26 9. I waited to hear back from VS or directly from a buyer for several days. I didn't receive a call  
27 over the next couple of weeks. In the meantime my car developed some problems that needed  
28

1 to be fixed. The repairs would cost nearly \$2,100, which I didn't have at the time. I decided  
2 to take the car off the market until I could get it repaired.

3 10. I called VS at the number on the marketing agreement and told them about my situation.

4 Based on what I had been told, I expected that I would be refunded the initial \$399.99 fee,  
5 since I had paid \$99.98 extra for the premium option in order to ensure that the initial fee  
6 would be fully refundable.  
7

8 11. The VS representative I spoke with informed me that I could not request a refund until my car  
9 had been listed for 90 days. This was the first I had heard about that requirement -- I was  
10 certainly not told this during the sales call. I told the representative that I hadn't been  
11 informed that I would need to wait 90 days, and he replied that VS had a verification  
12 recording of me agreeing to those terms. I said I was sure I'd never heard about that 90 day  
13 requirement before. The representative then told me that this requirement was in the Online  
14 Vehicle Marketing Agreement. I told him that I'd never even seen that agreement until after  
15 VS had already charged my card. That was the very first time I could possibly have read the  
16 actual terms and conditions, and by that point it was too late because I'd already paid nearly  
17 \$500.  
18  
19

20 12. I tried to be reasonable, and explained again why I had to take my car off the market because  
21 it wasn't running. I told the representative that I couldn't leave the listing active for the full  
22 90 days because I wasn't going to try to sell a car that had mechanical problems. I thought  
23 that the representative might be reasonable, but I was wrong. He insisted that the only way I  
24 was going to get my refund was if the listing remained active for 90 days, and I applied for  
25 the refund after 90 days. I asked for a copy of the verification recording that he'd mentioned,  
26  
27  
28

1 but he told me that VS couldn't provide it to me and I'd have to ask my credit card company  
2 for a copy. It just sounded like a runaround to me.

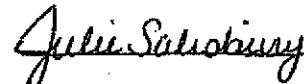
3 13. I hung up from that call feeling that nothing had been resolved. By that point I knew I had  
4 been ripped off. I called my credit card company to dispute the charges and they opened a  
5 fraud investigation.  
6

7 14. I also went online and found many complaints about VS from consumers who had been taken  
8 advantage of just like I had. On December 2 I filed a complaint with the Internet Crime  
9 Complaint Center. I followed this up with a complaint to the Better Business Bureau on  
10 December 5. True and correct copies of these complaints are attached to this declaration as  
11 Attachment C.  
12

13 15. The more I thought about it, the more upset I felt, and a few days later I called VS back and  
14 spoke to a different representative. This time the representative who spoke to me was  
15 positively rude— when I complained about getting the runaround on my last call, he told me  
16 that since I had complained to my credit card company I was no longer VS' customer and that  
17 VS representatives would no longer talk to me.  
18

19 16. I eventually received a refund from my credit card company, but it doesn't make up for the  
20 inconvenience and runaround I experienced as a result of dealing with VS.  
21

22 I declare under penalty of perjury that the foregoing is true and correct. Executed 3 day of  
23 May, 2012, at Owensboro, Kentucky.  
24

25   
26 Julie Salisbury  
27  
28





Manage your account online.  
It's green. It's fast. It's easy.

- Pay your bills quickly and securely anytime
- Check your balances
- Check your Reward points balance

Visit [eservice.oldnavy.com](http://eservice.oldnavy.com)

Item Date	Card Date	Reference Number	Description of Transaction	Card	Amount
11/02	11/02	2470000000000000			
12/01	12/01	2470000000000000			
Other Transactions (See previous, etc.)					
11/21	11/21	2470000000000000	VEHICLE STARS COSTA MESA, CA		\$200.00
11/21	11/21	2470000000000000	VEHICLE STARS COSTA MESA, CA		\$100.00
11/05	11/05	2470000000000000			
11/07	11/07	2470000000000000			
FEES					
12/02	12/02		CARD SECURITY 1.500 PER ANNU		\$1.50
			TOTAL FEES FOR THIS PERIOD		\$1.50
INTEREST CHARGES					
12/02	12/02		INTEREST CHARGE ON PURCHASES		\$0.00
12/02	12/02		INTEREST CHARGE ON CASH ADVANCES		\$0.00
			TOTAL INTEREST FOR THIS PERIOD		\$0.00
2011 Annual Summary (See previous, etc.)					
Total Fees Charged in 2011					\$1.50
Total Interest Charged in 2011					\$0.00

Interest Summary				
Your Annual Percentage Rate (APR) is the annual interest rate on your account.				
Type of Balance	Statement Date	Annual Percentage Rate	Balance Subject To	APR
Purchases	N/A	N/A		
Cash Advances	N/A	N/A		
(N/A) = not applicable				

**Cardholder's Right to Cancel** - If you are not satisfied with the service you receive, you may cancel your card at any time.

**Privacy Policy** - Old Navy Bank (Old Navy Bank) is committed to protecting your privacy. Our privacy policy is available at [oldnavy.com/privacy](http://oldnavy.com/privacy).

**Old Navy Bank** - Old Navy Bank is a member of Old Navy Bank Group, a subsidiary of Old Navy Bank Group.

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4. **Premium Option Fee.** In addition to the Services, VehicleStars offers the "Premium Option Guarantee" for an additional cost of \$99.99 USD, which will ensure that the Profiling Fee is risk-free, subject to this Agreement. If the Vehicle is not sold at the end of the 90-day period, VehicleStars will refund your Profiling Fee, provided the following additional conditions are met: Discounts may have applied to either fee, per your invoice and verification agreement. If the "Premium Option Guarantee" is not purchased or payment is declined then a refund will not be issued. The "premium Option Guarantee" must be purchased no later 14 calendar days after original purchase.

- The Vehicle must still be for sale, and unsold, as of the date that you submit your completed Refund Request Form to VehicleStars, and the Vehicle's title must be in your name or in the name of a lien holder on your behalf;

- You must have logged on to the Site within 10 days of the Contract Date and completed the registration process, including listing the VIN number of the Vehicle, by using a user name and password that will be sent to you following payment and processing;

- You must have uploaded 1 picture to the Site within 14 days of the Contract Date;

- Your listing on the Site must be active every day from the date of listing until the end of the 90-day period; and

- You have provided, at the request of VehicleStars, written proof of ownership of the Vehicle from your state or provincial department of motor vehicles.

Refund requests must be sent to VehicleStars via certified mail within seven days following the 90-day period. Requests will not be accepted via email, fax, or telephone. Requests received through postal mail that do not have courier tracking on them are not guaranteed to be received and are ineligible.

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5. **Itemization of Purchase Price.** The purchase price has been included in the enclosed receipt that you have received to your email. If you do not receive this, it is your responsibility to request a new copy.

6. **Statement of Payment.** The Purchase Price is payable in full on the Contract Date by providing us with your credit card information either over the telephone or through the Site.

7. **Contact Us**  
Telephone: 1-888-978-2770  
Email: [support@vehiclestars.com](mailto:support@vehiclestars.com)  
Mailing Address: #6002-1007 N Federal Hwy,  
Fort Lauderdale, FL, 33304

8. **Consent.** Your consent to this Agreement will be confirmed by you authorizing payment for the Services and, if applicable, the VehicleStars' Premium Option Guarantee.

9. **General Terms and Conditions.** The General Terms and Conditions sent along with this Agreement apply to any use of the Site and are hereby incorporated into this Agreement.

10. **Cancellation.** Vehicle Stars does not allow cancellation out of our 90 day listing period. Vehicle Stars requires 90 days in order to fulfill our agreement to you the customer.

11. **Sale of your vehicle.** Once the vehicle is sold let us know by phone, email or fax, so that we can cease advertising of your vehicle. Once the vehicle has been sold Vehicle Stars does not issue a refund of your purchase.

Record Details

ABOUT RECORD DETAILS

PRINT

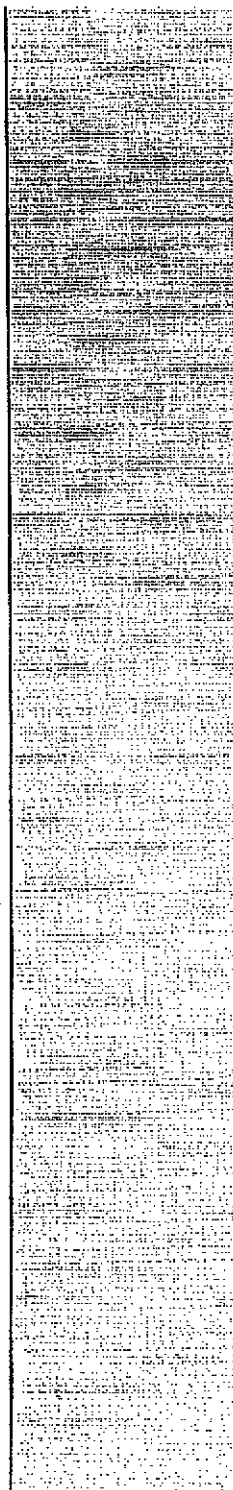
CSN

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Consumer Sentinel Network Complaints

Record #1 of 3 / Consumer Sentinel Network Complaints			
Reference Number:	34035103	Originator Reference Number:	1112021936341341
Language:	English	Contact Type:	Complaint
Source:	Organization	DNC?	N
Comments:	<p>NOTE: To prevent interference with pending law enforcement action, prior to any investigative action, please contact the IC3 at SEARCH@IC3.GOV. Please check the "More Information on Data Contributor Complaints" link for further details on IC3 data.</p> <p>--- Incident description: This "company" gets contact information from Craigslist and Autotrader and calls promising quick sale of vehicle and offers financing for potential buyers who might not be able to get their own financing otherwise. They charge a \$399 "profile fee" which they state is a deposit and say that it is illegal for them to keep this fee and it is either paid back with the addition of this amount to the purchase price of the vehicle or if the vehicle is not sold in 90 days it is paid back if a \$99.95 money back guarantee is purchased. During my conversation with them I was told that if for any reason we decide to discontinue the listing including vehicle break down, accident or if we just decide not to sell it all together, we would get back the \$399 deposit as it was illegal for them to keep it. The vehicle has since required a \$2100 repair which we are unable to afford at this time, so I called to have the listing removed as I would not be holding up my end of the bargain be selling the vehicle not in the condition it was in when first agreeing to the contract. I was told that I would not receive the refund until the end of the 90 days and that I had agreed to this condition in a recorded transaction authorization. When I asked to hear this agreement, I was given the runaround and basically no one could provide me with a copy of it and I was eventually told that my credit card company would have a copy of it. I have since notified the credit card company and a fraud case has been opened against Vehicle Stars. When I started doing research about other customer reviews, I found that the majority experience the same problem and, according to what I've read, the refunds are never processed even if all the terms and conditions are met. I have a feeling what this company does is get the money in their hands and uses it for other purposes and then is unable to refund it. They change the refund policy from the verbal agreement over the phone to a modified agreement sent via email. Emails go unanswered, I was hung up on twice today when I called and, again, when I tried to speak with the credit card verification dept, I was told that they were out of the office. This company uses a P.O. Box that is located in Florida in a UPS store, but is actually based out of Canada with no office in the US. I fear that there is nothing that can be done because they are out of the country and they know this and use it to their advantage. All of that aside, I paid with a VISA card and the transaction number is 2407105A6WPQN40YW which is paid to an account in Costa Mesa, CA. When I</p>		

SALISBURY ATTACHMENT C



informed them that I had contacted the credit card company, they told me that I am no longer a customer of theirs and refused to speak to me. As a result, I basically have no opportunity to fulfill my 90 day contract and even have the possibility of getting the money back on their modified terms. So, basically, they have me screwed either way. I don't know if you will even investigate this, but this "company" needs to be shut down based on the number of complaints I have seen filed with the BBB in Canada. I just wish I had done more investigating myself before I agreed to this scam.			
Entered By: IC3-USER		Entry Date: 12/2/2011	
Updated By:		Updated Date:	
Complaint Source: Internet Crime Complaint Center		Product Service Code: Advance-Fee Loans, Credit Arrangers	
Amount Requested:		Amount Paid: \$399.00	
Payment Method: Other Credit Card		Agency Contact: External Agency	
Complaint Date: 12/2/2011		Transaction Date:	
Initial Contact: Internet/E-mail		Initial Response:	
Statute/Rule:		Law Violation:	
Topic:		Dispute with Credit Bureau?:	
Dispute with Credit Bureau - Responded?:		Dispute with Credit Bureau - Resolved to Satisfaction?:	
Member of armed forces or dependent?:			
Consumer			
Complaining Company/Org.:			
First Name: Julie		Last Name: Salisbury	
Address 1:		Address 2:	
City: OWENSBORO		State/Prov: Kentucky	
ZIP: 42303		Country: UNITED STATES	
		Work Number:	
Fax Number:		Ext:	
Email:		Age:	
Military Service Branch:		Soldier Status:	
Soldier Station:			
Subject			
Subject: <a href="#">View Similar Complaints</a> Vehicle Stars			
Address: 1007 N Federal Hwy #6002			
City: Ft. Lauderdale		State/Prov: Florida	
ZIP: 33304		Country: United States	
Email:		URL: www.vehiclestars.com	
Area Code: 888		Phone: 9782770	

SALISBURY ATTACHMENT C

Ext:		Number:	
Representative Name:		Title:	
<b>Record #2 of 3: Consumer Sentinel Network Complaints</b>			
Reference Number:	34407442	Originator Reference Number:	06330090128063
Language:	English	Contact Type:	Complaint
Source:	Organization	DNC?	N
Comments:	<p>I was told at the time of listing our vehicle with this company that if I decided to keep the vehicle or take it off the market during the 90 days it was listed that I would receive \$399 of my deposit back since I had paid for the money back guarantee. When I called requesting to have it cancelled and ask for my refund I was told that they would keep the \$399 until the end of the 90 day period regardless of whether I continued to keep it listed or pulled the listing. This is not what I was told from the beginning, however I was told that there was a recording of my agreeing to this. When I asked to hear that recording, I was given the run around and told that the person who took the verification wasn't there that day and was also unable to speak with anyone in management. I have called the credit card company to file a fraud claim already, but I want to file a claim with you also so that hopefully no other customers get involved with this company. After reviewing your information I wish I had never gotten involved with them myself. -- Additional Comments: I am requesting the \$399 refund immediately instead of waiting the full 90 days. I realize the other \$99.95 fee is non-refundable and we are just going to have to take our loss on that one.</p>		
Entered By:	BBBWEFL-USER	Entry Date:	12/5/2011
Updated By:		Updated Date:	
Complaint Source:	BBB FL West Palm Beach	Product Service Code:	Internet Information & Adult Services
Amount Requested:		Amount Paid:	
Payment Method:		Agency Contact:	External Agency
Complaint Date:	12/5/2011	Transaction Date:	
Initial Contact:		Initial Response:	
Statute/Rule:		Law Violation:	
Topic:		Dispute with Credit Bureau?:	
Dispute with Credit Bureau - Responded?:		Dispute with Credit Bureau - Resolved to Satisfaction?:	
Member of armed forces or dependent?			
<b>Consumer</b>			
Complaining Company/Org.:			
First Name:	Julie	Last Name:	Salisbury
Address 1:		Address 2:	

SALISBURY ATTACHMENT C

City:	OWENSBORO	State/Prov:	Kentucky
ZIP:	42303	Country:	UNITED STATES
Home Number:		Work Number:	
Fax Number:		Ext:	
Email:		Age Range:	
Military Service Branch:		Soldier Status:	
Soldier Station:			
Subject			
Subject:	Vehicle Stars		
View Similar Complaints			
Address:	1007 N. Federal Hwy., # 6002		
City:	Fort Lauderdale	State/Prov:	Florida
ZIP:		Country:	United States
Email:	support@vehiclestars.com	URL:	www.vehiclestars.com
Area Code:		Phone Number:	
Ext:			
Representative Name:		Title:	

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Provided by the Federal Trade Commission

9  
ORIGINAL

**DECLARATION OF VICTOR STALICK**  
Pursuant to 28 U.S.C. §1746

1. My name is Victor Stalick and I reside in Celina, Texas. The following facts are known to me personally, and if called as a witness, I could and would competently testify thereto.

2. I was first contacted by a representative of a company called Auto Marketing Group ("AMG") on August 15, 2010. I had listed my car for sale on Craigslist approximately two weeks earlier, and had not had any luck selling it. I received the phone call out of the blue from a woman, whose name I do not recall, who told me that her company, AMG, had a buyer who wanted to purchase my car for the full asking price of \$14,000. According to the caller, AMG was the financing company that this buyer planned to use for the purchase. The representative told me that the buyer was ready to move forward with the purchase, but that first I would need to pay AMG's financing fee of \$399.

3. Before I could ask for detail about the fee she quickly started talking about the buyer again. She told me that I didn't need to back down on my asking price, because the buyer was willing to pay it. She convinced me that AMG's fee was worthwhile since it meant that I had a committed buyer willing to pay the full selling price.

4. I asked the representative what would happen if the buyer changed his or her mind or wasn't approved and the arranged sale fell through. She told me that for an additional \$99.99 I could purchase AMG's "seller's insurance plan" so that if the deal fell through I would get my \$399 back. I don't recall her explaining anything else about the insurance plan, such as any requirement that I wait a certain amount of time before

receiving a refund, or that there would be any additional paperwork to fill out in order to get the refund.

5. Overall, it sounded like a good deal. As far as I could tell, I was potentially risking only the \$99.99 that I was paying for the insurance. It didn't sound like that would even be an issue anyway since - according to the representative - the buyer wanted my car, had financing, and was ready to complete the purchase immediately. She transferred me to another person. I gave this second representative my AAA Visa credit card information and permission to charge my card for both the fee and the insurance. I also stated my mailing address and email address. The representative told me that I would soon receive a confirmation email from AMG with the transaction details.

6. After this conversation, I visited the company's website, [www.automarketinggroup.com](http://www.automarketinggroup.com). I don't recall whether the representative had given me the website address over the phone or if I had looked it up myself, but I did print out the website. A true and correct copy of a printout of this website is attached to this declaration as Attachment A.

7. On August 16<sup>th</sup> I received the confirmation email. A true and correct copy of this emailed receipt is attached to this declaration as Attachment B. I waited to hear from the buyer. Days passed with no call from either a potential buyer or from AMG. While I was waiting I received my credit card statement in the mail and saw that my card had indeed been charged for both the \$399 and \$99.99 fees. A true and correct redacted copy of this statement is attached to this declaration as Attachment C.

8. About one to two weeks after the initial call from AMG, I called AMG at the number on the receipt, (888) 760-3426. The representative I reached on the phone

Stalick, Declaration - Page 2



asked me to hold while they looked up my file, and upon returning to the line the representative (I don't recall if it was a man or woman) informed me that the buyer had apparently changed their mind about my car. The representative said that AMG would now begin marketing my car for me, and that I would need to fill out an online form at AMG's website with details about my car so that AMG could begin marketing it.

9. I asked about getting a refund. The representative told me that if AMG hadn't found a buyer within three months, I would need to go back to their website and fill out a refund form to mail in. I was a little upset, as I didn't realize that the insurance I'd paid for required a three month wait, but I decided to wait to hear from either AMG or from a buyer.

10. After three months of not hearing anything I decided to send in the refund paperwork. I printed the form from the website and filled it in. A true and correct copy of this form is attached to this declaration as Attachment D. On November 20, 2010, I mailed this completed form to AMG at 7260 West Azure Drive #140-762, Las Vegas, Nevada 89130. I sent it by USPS certified mail with a return receipt requested - I didn't want there to be any question about AMG getting the refund request. True and correct copies of the USPS receipts are attached to this declaration as Attachment E.

11. For approximately three weeks or so I waited and periodically checked my credit card to see if the refund had been credited to my account. In mid-December I called AMG again to find out what was going on with my refund. The representative that I spoke with told me that my refund request had been approved and I would receive the refund on December 24, 2010. I thought that was a little odd, that my refund would be processed on

Christmas Eve, but I didn't ask about it. I was just relieved that it had been approved and that I would be getting my \$399 back soon.

12. But nothing happened. By early January of 2011, I still hadn't received the refund. I called AMG again to find out the status. The representative was very apologetic and told me that there had been a mix-up and that I would be getting the refund in two weeks. I was pretty doubtful by this point but I didn't know what else to do but wait for the refund.

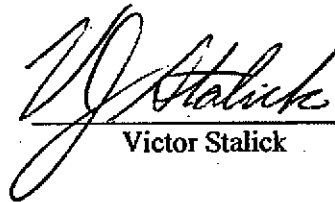
13. I waited a couple of weeks more and of course there was no refund. I called again a few times over the next week, and each time I got a different story, a different excuse as to why I hadn't gotten my money back. I was certain by that point that I had been scammed. I knew if I kept calling AMG I would just get the runaround, and I was pretty sure that they never even had a buyer lined up to begin with - I think they probably would have said anything in order for me to agree to the \$499.98 in charges. I still hoped there might be some way to get my refund. I went online and looked up the Las Vegas address that AMG had given me, and found that it was just a commercial mailing service. I called the mailing service to see if they would give me AMG's real address but they would not. I felt that I was at a dead end.

14. On January 28, I filed an online complaint with the Internet Crime Complaint Center. A true and correct printed copy of this complaint is attached to this declaration as Attachment F. I also called the FTC's toll-free number and filed a complaint by phone. A true and correct copy of this complaint record is attached to this declaration as Attachment G.

15. I'm pretty disgusted by this whole thing. I never would have agreed to AMG's fees if I had known how much trouble it would cause me, and as far as I'm concerned that \$499.98 that AMG charged my card was pure theft.

I swear or affirm under penalty of perjury that to the best of my knowledge and belief the foregoing is true and accurate.

Dated: April 30, 2011

  
Victor Stalick

3/15/2011

Auto Marketing Group - Helping you bu...

**AUTO MARKETING GROUP**

 **How Much is Your Car Worth?**  
Find out with our free car evaluation

Login

\*\*\*\*\*  
EJGSR1

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Financing

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Refund Form

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Thousands of used cars

New advertisements  
added and sold daily

## Used Cars

SEARCH USED CARS FOR SALE

[Select a Vehicle Type]

[Select a Make]

Advanced Search

SEARCH

## Welcome

SELL YOUR USED CAR

At AMG we are here to serve you! Selling Vehicles is what we do best and we welcome the opportunity to sell your auto! Call 1-888-760-3426 and we'll help you today!

## Guarantee

FIND OUT ABOUT OUR MONEY BACK GUARANTEE

We'll sell your car, or you'll get your money back. Find out about our commitment to our customers

READ MORE

## Newest Listings

Photo Not Available

Nissan Maxima

\$16,000.00

Fully Loaded, leather int. (easy clean), heated seats & steering wheel, Rear A/C, factory bluetooth, Bose 6 disc sound system (MP3 Capable) Almost new tires, new belts - well maintained. Clean Car roughly 79,300 miles - Cleaning up budget. My loss your gain. Call Terry for more Pictures or any questions 832-326-0516

DETAILS

Photo Not Available

Mazda RX-8

\$20,000.00

This is a very Clean well maintained 2006 Shinka Limited Edition RX8. It only has 11,000 miles. It has power windows, mirrors, steering, seats and locks. Comes with fog lights, moon roof, cruise control, alloy wheels, air conditioning, a 6 CD changer and satellite radio. Leather/Alcantara seats

<http://automarketinggroup.com/>

## Auto Services

GET YOUR CAR FAX REPORT

INSURANCE

USED CAR VALUES

DOWNLOAD OUR REFUND FORM

TESTIMONIALS

FREE CAR EVALUATION

1/2

STALICK ATTACHMENT A

3/15/2011

Auto Marketing Group - Helping you bu...

**AUTO MARKETING GROUP**

[How Much Is Your Car Worth?](#)

Find out with our free car evaluation

Login

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Buy Used Cars

Sell

Financing

FAQ

Press

Payment Form

Carfax

Contact Us

Thousands of used cars

New advertisements  
added and sold daily

#### Our Services

FIND MY AD

FREE CAR EVALUATION

PAYMENT CALCULATOR

#### Recently Added Cars

2006 FORD F250 CREW CAB

2007 NISSAN MAXIMA

2006 MAZDA RX-8

2006 TOYOTA TACOMA

2007 FORD F150 LARIAT

2010 FORD RANGER

2008 BMW 750Li

2008 TOYOTA HIGHLANDER

#### Frequently Asked Questions

Need answers? We've done our best to try and answer the most common questions for you below

What makes AMG different from other companies?

Auto Marketing Group sets its self apart from other companies by using not just one, but dozens of huge online classified companies. We purchase bulk advertising through the giants in the classified industry and provide essential resources to keep their companies going. In exchange we are able to pass on many services to you, through one source, The Auto Marketing Group. For our standard 90 day service you could spend upwards of a \$1000, that's a savings of 60% and we guarantee to sell your vehicle or your money back!

Why should I spend an extra \$99 to guarantee my refund if you guarantee my sale?

Nothing in life is guaranteed, although we have a very high success rate, we cannot sell every car. There are many factors in car advertising such as the time of year, economy, condition of your car, and the buyer. Depending on these factors, vehicles listed with our company sell between 85%-95% of the time. Our goal is to get you the best service for the lowest cost. With that kind of variation it wouldn't be possible to have such low rates and guarantee our service. Simply put, we are a business that has a great service and offers you close to risk free advertising. We need to make sure that if your vehicle doesn't sell, that we don't go out of pocket on advertising, however we don't believe in making a profit out of your loss.

Why shouldn't I stick to my local paper or free online listing companies?

Great question! Your local paper runs once per purchase, so if your paying \$80 per ad and you have to purchase 20 ads, your paying \$1200 with no guarantee! Let's say you buy 10 ads that's still \$100 over our cost! Not to mention for our Canadian customers when you advertise with us you are in your local papers online section! As for the free online option. When you signup with us we will update your ad with those free online companies once a week as well as all of the giants that you have to pay for. With the free online option you risk be open to online predators who are out to scam you, no headache of renewing your ads, or worry about having your ad flagged and

[www.automarketinggroup.com/faq.cfm](http://www.automarketinggroup.com/faq.cfm)

1/2

STALICK ATTACHMENT A

**AMG Confirmation Email**

Mon, August 16, 2010 11:20:45 AM

From: Auto Marketing Group <customerservice@automarketinggroup.co... Add to Contacts  
To: jalt.net

# AUTO MARKETING GROUP

## CONFIRMATION LETTER

**Dear Victor Stalick,**

Thank you for choosing the Auto Marketing Group for the sale of your vehicle. You have already completed the first step and created your profile with your agent. This is your confirmation email and information that you need to activate your account.

To initiate the rest of this process, please immediately sign in to your account with the details below, and register the VIN number that your money back guarantee will be active on. You must complete this process within **7 days** of registering to be eligible for the money back guarantee, as we need to ensure that we are able to perform our duties within a proper time frame. We reserve the right to perform a car fax on all vehicles registered, to verify that they are in the condition noted. Please update your profile with full pictures, and check the options that are on your vehicle.

Company information:

Toll Free: 1-888-760-3426 Monday-Friday 9am-5pm PST

Website address: [www.automarketinggroup.com](http://www.automarketinggroup.com)Email: [customerservice@automarketinggroup.com](mailto:customerservice@automarketinggroup.com)Transaction information:

Verification code: 641757149

General fee: 399.99

Receipt number: 01593B

Protection plan fee (if accepted: ) 99.95

Protection plan receipt number: ~~DECLINED~~ see attachmentMembership information:

Username:

Password: p

Listing ID: 13580

Locality: Celina

Regards,

**AMG Customer Service**

<http://us.mg203.mail.yahoo.com/dc/launch?partner=shc&ex=1&rand=ck9vrm7m5nd41>

STALICK ATTACHMENT B

TRO EXH 9

105

*www.antifraudcenter - centerantifraud.org*

*www.RecoCar ← online thing to file a complaint*

*Phonebuster  
588-445-8501*

*FTC - 1-877-382-4357*

*Tx 1-800-621-0508  
Ref 28994688  
FTC.gov*

*complaint  
filed w FBI*

*FBI →  
IC3.gov  
(ovw)*

*Texas attorney general.gov  
consumer  
complaint filed 1/28/11*

8/16/2010



VICTOR J STALICK

Account Number: [REDACTED]

August 13 - September 13, 2010

## Account Information:

www.aaaataccss.com

Mail billing inquiries to:

AAA Financial Services

P.O. Box 851001

Wilmington, DE 19850-5026

Mail payments to:

AAA Financial Services

P.O. Box 851001

Dallas, TX 75285-1001

Customer Service:

1.800.807.7088

(1.800.346.3178 TTY)

<b>Payment Summary</b>		
New Balance Total	[REDACTED]	
Current Payment Due	[REDACTED]	
Total Minimum Payment Due	[REDACTED]	
Payment Due Date	10/10/10	
Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35.00.		
Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:		
Additional charges added to your bill	Interest charges added to your bill	Balance you can pay off each month
Only the minimum payment	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	(Savings = \$99.25)
If you would like information about credit counseling services, call 1-866-360-5238.		

<b>Account Summary</b>	
Previous Balance	[REDACTED]
Payments and Other Credits	[REDACTED]
Purchases and Adjustments	[REDACTED]
Fees Charged	0.00
Interest Charged	0.00
New Balance Total	\$751.39
Credit Line	[REDACTED]
Credit Available	[REDACTED]
Statement Closing Date	9/13/10
Days in Billing Cycle	32

*Paul  
QPAY  
10/16*

*Balance*

Transaction Date	Posting Date	Description	Reference Number	Account Number	Amount	Total
08/13	08/13	Payments and Other Credits				
	09/04	08/13 PAYMENT			[REDACTED]	[REDACTED]
08/15	08/16	Purchases and Adjustments				
08/16	08/18	CLASSIFIED AUTOMOBILE	36938	2565	399.99	
		111819/228				
		continued on next page...				

AAA FINANCIAL SERVICES  
P.O. BOX 851001  
DALLAS, TX 75285-1001



88 0916 8 565 997 1 01736 @001 AT 0.357  
VICTOR J STALICK

CELINA TX 75009-4510



Account Number: [REDACTED]

New Balance Total [REDACTED]  
Minimum Payment Due 15.00  
Payment Due Date 10/10/10

Enter payment amount \$

☐ Check here for a change of mailing address or phone numbers.  
Please provide all corrections on the reverse side.  
Mail this coupon along with your check payable to: AAA Financial Services





August 13 - September 13, 2010  
Page 3 of 6

Transaction Date	Posting Date	Description	Reference Number	Account Number	Amount	Total
08/16	08/18	Purchases and Adjustments CLASSIFIED AUTO SERVICE - 160132226	3943	2565	99.95	
08/20	08/21	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
08/20	08/23	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
08/24	08/25	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
08/25	08/26	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
08/25	08/26	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
08/30	08/31	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
09/01	09/02	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
09/03	09/07	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
09/04	09/07	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
09/11	09/13	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
09/13	09/13	Interest Charged			0.00	
09/13	09/13	Interest Charged on Balance Transfers			0.00	
09/13	09/13	Interest Charged on Cash Advances			0.00	
09/13	09/13	Interest Charged on Purchases			0.00	
		TOTAL INTEREST FOR THIS PERIOD				\$0.00

2010 Totals Year to Date	
Total fees charged in 2010	\$3.78
Total interest charged in 2010	\$0.00

#### Important Message

Effective August 22, 2010, we have changed the fee amount for paying late. If you do not make at least the total minimum payment by your due date, you will be charged a Late Fee of \$25. For any subsequent late payment, you will be charged a Late Fee of \$35; the fee will return to \$25 after you have made 6 consecutive on-time payments. You can avoid a Late Fee by paying at least your total minimum payment amount by the due date. Complete details will be mailed to you in November.

#### Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

	Annual Percentage Rate	Promotional Transaction Type	Promotional Offer ID	Balance Subject to Interest Rate	Interest Charges by Transaction Type
Balance Transfers	8.99%V			\$0.00	\$0.00
Cash Advances	19.99%V			\$0.00	\$0.00
Purchases	8.99%V			\$0.00	\$0.00

APR Type Definitions: Daily Interest Rate Type: V= Variable Rate (rate may vary)

STALICK ATTACHMENT C



## ***Auto Marketing Group***

### **Refund Request Form**

Provide the following information so we can get started. Make sure this is correct, and completed in order to process your refund request.

#### **Contact and Vehicle Information**

Name: Victor J. Stalick

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_ 111 com

Vehicle Make: Honda Year: 2008

Model: FIT-SPORT

Ad #: 13546 Ad Start Date: 8/16/2010

VIN #: \_\_\_\_\_

#### **Payment Information**

Credit Card Type Used: AAA - VISA

Credit Card Last 4 Numbers: \_\_\_\_\_

Exp Date: 3/12

1

*ma*

[www.automarketinggroup.com](http://www.automarketinggroup.com)

STALICK ATTACHMENT D

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Auto Marketing Group  
260 West Azure Dr. #140-162  
Las Vegas, Nevada  
89130

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
X *[Signature]* ☐ Agent ☐ Addressee

B. Received by (Printed Name)  
T SCOTT 1ST

C. Date of Delivery  
11/20/10

D. Is delivery address different from item 1? ☐ Yes ☐ No  
If YES, enter delivery address below:

3. Service Type  
☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

Article Number (Transfer from service label) 7010 0240 0002 0392 2786

PS Form 3811, February 2004

**U.S. Postal Service<sup>®</sup>**  
**CERTIFIED MAIL<sup>™</sup> RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)  
 For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$0.61	0009
Certified Fee	\$2.80	01
Return Receipt Fee (Endorsement Required)	\$2.30	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
<b>Total Postage &amp; Fees</b>	<b>\$5.71</b>	<b>11/18/2010</b>

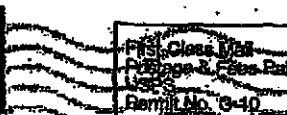
Sent to: Auto Marketing Group  
 Street City, State, ZIP+4<sup>®</sup>: 7260 West Azure Dr #140-162  
 Las Vegas, NV 89130  
 PS Form 3800, August 2003

4872 2600 2000 0620 0702

UNITED STATES POSTAL SERVICE

225 THOMAS

225 THOMAS



• Sender: Please print your name, address, and ZIP+4 in this box •

V. J. Stalick  
4  
Celina, TX 75009 4510



**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

**Important Restrictions:**

- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider insuring or Registered Mail.
- For an additional fee, Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the envelope and add applicable postage to cover the fee. Return Receipt must be signed by the addressee or a designated agent. A duplicate return receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Addressee's name or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is delayed, please present the receipt at the post office for postmarking. If a postmark on the Certified Mail receipt is not received, delay and attach with postage and mail.

**IMPORTANT:** Save this receipt and present it when making an inquiry.

PS Form 3800, August 2008 (Rev. 08/08) PSN 7530-02-000-9047

STALICK ATTACHMENT E



## COMPLAINT REFERRAL FORM

Complaint ID: I1101281701241691

*The following information was provided by the victim and may be forwarded to the appropriate law enforcement or regulatory agencies.*

Date: 01/28/2011 17:01:24

### Victim Information

Name: victor Stalick  
Business Name:  
Age: Over 60  
Gender: M  
Address:  
City: Celina  
Do you live within the city limits?: Yes  
County: collin  
State: Texas  
Country: United States  
Zip Code/Route: 75009-4510  
Phone number:  
Email Address:

Name of your local police or sheriff's office:  
Celina Police

Is the complaint you are filing related to the Internet or an online service? Yes

Do you have pertinent documents in paper form? Yes

**Information about the Individual/Business that victimized you**

Business Name: Auto Marketing Group  
Name:  
Gender: U  
Address: 7260 West Azure Dr. #140-762  
City: Las Vegas  
State: Nevada  
Country:  
Zip Code/Route: 89130  
Phone number: 8887603426  
Email Address: customerservice@automarketinggroup.com

**Other Identifiers**

Web Site:  
IP Address:  
IRC Server:  
Chat Room Name:  
Usenet Newsgroup:  
Other:

**Monetary Loss**

If you lost money from the incident you are reporting, please specify the total dollar amount of your loss.  
500

Please indicate the means of payment (select all that apply)

- ☐ Cash
- ☐ Cashier's Check
- ☐ Check/Debit Card
- ☒ Credit Card
- ☐ Money Order
- ☐ Wire Transfer
- ☐ Other (Specify)

Did you use a third party online payment service such as PayPal, BidPay, Escrow? No

### Description of the Incident

Describe in your own words how you have been victimized.

In August of 2010, I was called by a representative of the automarketing group stating that they had a guaranteed buyer for my car that was listed on Craigs list. They said that after I paid them \$400 for the service that they would contact the buyer and have them call me. Further they stated that for \$100 they would guarantee me a refund if the sale did not go through after 90 days. I paid the money using a Visa credit card, but no buyer called. I listed my car on their site under their conditions and after 90 days (11/15/2010) sent in my refund request which they received on 11/20/2010. Since then I have not received my refund and can not get a valid response from them. I have been promised that the check was sent 3 times and still have not received the refund.

Investigation of automarketinggroup on the Internet shows that this is a consistent pattern of their business.

Please indicate any medium used by the individual/business in the course of the incident.

- ☐ Bulletin board
- ☐ Chat room
- ☒ Email
- ☐ Fax
- ☐ In person
- ☐ Internet messaging
- ☒ Mail
- ☐ Newsgroup
- ☒ Telephone
- ☐ Web site
- ☐ Wire
- ☐ Other

Please indicate the initial means of contact with the individual/business that victimized you.

Telephone

Was this initial means of contact unsolicited/uninvited?

Yes

What was your relationship with the individual/business you are complaining about prior to the incident you are reporting?

no prior relationship

Did you conduct any research on the individual/business prior to the incident?

No

How much time has passed since you determined you were victimized?

1 month

**Contact Information**

Are there witnesses or other victims to this crime?  
check automarketinggroup scams on the internet

Have you reported this crime to any law enforcement or government agencies?

- ☐ Better Business Bureau
- ☐ Consumer protection agency
- ☐ Individual/business that victimized you
- ☒ Police/other law enforcement
- ☐ Private attorney

Provide the specific name of each organization, contact name, contact phone number, email address, date reported, and report number (if known).

FTC ref 28994688  
Tx attorney General

## FBI COMPLAINT AGAINST AUTOMARKETING GROUP

Thank you for filing a complaint with the Internet Crime Complaint Center (IC3).

Your complaint has been successfully submitted. Please retain the following information for future contacts with the IC3:

Complaint Id: [1101281701241691

Password: [REDACTED]

If you wish to view/download your complaint or have any additional information to provide to the IC3, please use the following link and login with the above complaint id and password.

<http://complaint.ic3.gov/update>

The IC3's mission is to serve as a vehicle to receive, develop, and refer criminal complaints regarding the rapidly expanding arena of cyber crime. The IC3 aims to give the victims of cyber crime a convenient and easy-to-use reporting mechanism.

### Complaint Status

The IC3 receives thousands of complaints each month and does not have the resources to respond to inquiries regarding the status of complaints. It is the IC3's intention to review all complaints and refer them to law enforcement and regulatory agencies having jurisdiction. Ultimately, investigation and prosecution are at the discretion of the receiving agencies.

### Evidence

It is important that you maintain any evidence you may have relating to your complaint. Evidence may include canceled checks, credit card receipts, phone bills, mailing envelopes, mail receipts, a printed copy of a website, copies of emails, or similar items. Please keep the items in a safe location, in case you are requested to provide them for investigative purposes.

Additionally, to learn more about Internet schemes and ways to protect yourself, please visit [www.lookstoogoodtobetrue.com](http://www.lookstoogoodtobetrue.com).





Welcome, [redacted] [Log Settings](#) Your password expires in 26 days My Disk Space [redacted] 3 mb in use - 54 mb left

Search [redacted] All Complaints [redacted] Past 1 Year [redacted]

Home About Us Alerts Reports Searches Toolbox Help Desk



**ABOUT RECORD DETAILS** PRINT

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**Consumer Sentinel Network Complaints**

Reference Number:	29251276	Originator Reference Number:	658100
Language:	English	Contact Type:	Complaint
Seller Organization:		SDNC?	N
Comments:	"In August 2010, complainant was contacted by suspect company Automarketing Group (based out of Canada). Suspect advised they could find a guaranteed buyer for the complainant's vehicle if he paid a registration fee of \$399.99. Suspect said that if, for some reason the deal fell through, they would guarantee a refund of the complainant's money after 90 days if he paid \$99.99. Complainant complied with their instructions, but never heard from any buyer. At the end of 90 days, complainant sent in the refund form to the address in Las Vegas NV by certified mail which the suspect company received on 20-Nov-2010. Later in a phone conversation with the suspect company's customer service, complainant was told that he definitely qualified for the refund and that the refund would be sent on 24-Dec-2010. Complainant has received no refund."		
Entered By:	PHNB-USER	Entry Date:	2/11/2011
Updated By:		Updated Date:	
Complaint Source:	Ontario Provincial Police, Anti Rackets (Phonebusters)	Product Service Code:	Other (Note in Comments)
Amount Requested:	\$400.00	Amount Paid:	\$400.00
Payment Method:	Unknown	Agency Contact:	External Agency
Complaint Date:	2/11/2011	Transaction Date:	1/31/2011
Initial Contact:		Initial Response:	Phone: other
Computer File:		Violation:	
Topic:		Dispute with Credit Bureau?:	
Dispute with Credit Bureau -		Dispute with Credit Bureau?:	

STALICK ATTACHMENT G

Respondent?		Bureau Resolved to Satisfaction?	
Consumer			
Complaining Company/Org			
First Name	Victor	Last Name	Stalick
Address 1		Address 2	
City	CELINA	State/Prov	Texas
ZIP	75009	Country	UNITED STATES
Home Number		Work Number	
Fax Number		Ext.	
Email		Age Range	
Subject			
Subject	Automarketing Group		
Address	7260 West Azure Dr #Unit 140-162		
City	Las Vegas	State/Prov	Nevada
ZIP		Country	United States
Email		URL	
Area Code		Phone Number	
Ext.			
Representative Name		Title	
Associated Subjects			
Company	Unknown		
Company Type	Internet Service Provider		
Address			
City		State/Prov	
ZIP		Country	
Email		URL	
Area Code		Phone Number	
Ext.			

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STALICK ATTACHMENT G

10

DECLARATION OF HIRONORI ZUSHO  
Pursuant to 28 U.S.C. §1746

ORIGINAL

1. My name is Hironori Zusho and I reside in Irvine, California. The following facts are known to me personally, and if called as a witness, I could and would competently testify thereto.
2. In early April of 2010, I listed a vehicle for sale on the website Craigslist.com. On April 9<sup>th</sup> - within a few days of the posting - I received a phone call from a man who identified himself as Rob Hunter, a sales agent with the company Auto Marketing Group ("AMG"). He told me that he was in contact with two individuals who wanted to purchase my car at the full listing price. He said that AMG made money by connecting car buyers and sellers, and that in order for him to put the two potential buyers in contact with me I would need to pay AMG a fee of \$399.99.
3. I was hesitant at first, but he assured me that if AMG did not sell my car to one of the two buyers within a week I would receive a refund. He talked very quickly but sounded quite reasonable and convincing. He explained that in order to have the "insurance" that I would get my \$399.99 refunded in case of the sale falling through, I would need to pay an additional non-refundable fee of \$99.95. I agreed to these terms, and gave him my wife's Citibank Visa card information for the charge.
4. That same day, April 9, 2010, the Citibank credit card was charged a total of \$499.94 in two separate charges of \$399.99 and \$99.95.
5. Also on April 9, I received two emailed receipts on the letterhead of a company called Classified Auto Service ("CAS"), one containing the description "auto advertising" for \$399.99 and the other described as "amg guarantee" for \$99.95. The receipts list a Las

Vegas address and a toll-free number, (888) 549-2001. A true and correct copy of these receipts is attached to this declaration as Exhibit A.

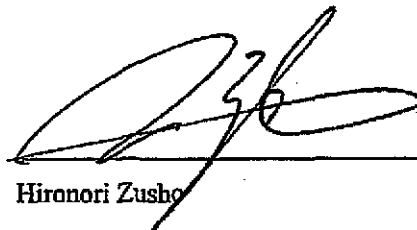
6. During the next week I waited in vain to hear from Mr. Hunter or another AMG representative, or else from one or both of the buyers. The following week, sometime in mid-April, I attempted to call AMG (or CAS) at the number listed on the receipt. The number was disconnected.
7. At that point I called Citibank and attempted to cancel the charges. The Citibank representative explained that they could not perform an immediate charge back or cancellation of the charges, but that they would begin the dispute investigation process and give me a temporary credit for \$499.94.
8. During this time, my car was still listed on Craigslist and I was receiving inquiries from interested parties. Near the end of April I sold the car to an individual who had seen my Craigslist posting. The sale was not in any way facilitated or affected by AMG or CAS.
9. In early June my wife and I received her credit card statement from Citibank. I saw that the card had been charged \$499.94 in two separate charges of \$399.99 and \$99.95, both by a merchant identified as "Classified Auto Servis Henderson." A true and correct copy of this statement is attached to this declaration as Attachment B. Both charges had been credited back to my account. I hoped that this would be the end of it.
10. Within a few days I received two letters from Citibank stating that they could not help us with the disputed charges. A true and correct copy of these letters is attached to this declaration as Attachment C. The letters identify the merchant as "Classified Auto Service Henderson NV" and state that information from the merchant is enclosed, but I do not recall seeing any other documents enclosed with the letters.

11. After reading the letter I called Citibank and spoke with a representative. She told me that Citibank had contacted AMG about the dispute and that AMG claimed that I had never cancelled their service, and therefore I was not qualified for a refund of my money.
12. After I heard this I went online and searched for a working phone number for AMG. Sometime in late June, I called (888) 760-3426 and reached an AMG representative. Unbelievably, this agent told me that since I had sold the car myself I was not qualified for a refund.
13. This upset me a great deal - I had not only paid an extra \$99.95 for "insurance" to make sure that I didn't lose my \$399.99, but at the time of the purchase I was not told anything about not being able to sell the car myself. I would not have agreed to the deal if I had known that. Regardless of the refund policy, AMG never gave me any sort of service or assistance for the money I paid. I never received a single call back from Mr. Hunter or any other AMG or CAS representative, nor did I ever hear from any potential buyers that were referred from any auto marketing company.
14. On June 28th I filed an online complaint with the Federal Trade Commission. A true and correct copy of this complaint is attached to this declaration as Attachment D.
15. I believe that AMG/CAS is committing a perfect crime by taking advantage of credit card and banking rules to foil a consumer's attempt to get their money back by the dispute process. They are also setting up their own refund rules so that the consumer cannot fight back. I have done some internet research on these companies over the past several months and found that there are many victims out there. I may not ever obtain a refund from this

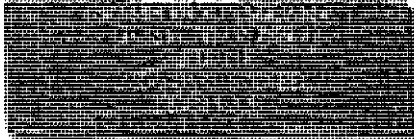
company for the money they took from me, but I hope that I can help prevent other consumers from being scammed by these individuals.

I swear or affirm under penalty of perjury that to the best of my knowledge and belief the foregoing is true and accurate.

Dated: 6/15/2011



Hironori Zusho



Merchant ID 2316  
Ticket Number 15101499  
Transaction Date 4/9/2010 1:11:42 PM  
Transaction ID 38342427-a908-40a4-99af-93d88c8f1616

## Purchase

MasterCard	AM 1021	10	App Code 55394B	Amount
Hironori Zusho 3038 hazeltin ave 91423				\$99.93
Thank You for your business.				
Total				

I agree to comply with cardholder agreement.

User Comments:

using guarantee

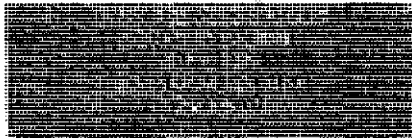
CUSTOMER COPY

4/9/2010 3:11:33PM

VT-WorkstationID

1 to 1

ZUSHO ATTACHMENT A



Merchant ID [REDACTED] 2316  
Ticket Number 150840599  
Transaction Date 4/9/2010 1:10:03 PM  
Transaction ID 0d31d410-f82e-4722-b23e-ca8646a582cf

## Purchase

MasterCard	1021	210	Appr. Code 7433799	Amount
Hironori Zusho5038 hazeltin ave91423				\$399.99
Thank You for your business.				
Total				

I agree to comply with cardholder agreement.

### User Comments:

auto advertising

## CUSTOMER COPY

4/9/2010 3:09:34PM

VT-WorkstationID

1 to 1

ZUSHO ATTACHMENT A



www.citicards.com



Account Number	Payment Due Date	New Balance	Minimum Payment Due	Enter Amount Enclosed
	06/01/10	\$837.05	\$20.00	

00 V1 1105 2 MC 4

KELLI L ZUSHO  
AVE

VAN NUYS CA  
91423

CITI CARDS  
PROCESSING CENTER  
DES MOINES, IA  
50363-0001

## Citi® Dividend Platinum Select® Card

Account Number:  
www.citicards.com

1 Customer Service: 1-800-950-5114  
BOX 6000 THE LAKES, NV 89163-6000

### Summary of Account Activity

Previous Balance \$0.00  
Payments -\$0.00  
Other Credits -\$499.94  
Purchases +\$1,276.99  
Balance Transfers +\$0.00  
Cash Advances +\$0.00  
Fees Charged +\$60.00  
Interest Charged +\$0.00  
  
New Balance \$837.05  
  
Past Due Amount \$0.00  
  
Amt. Over Credit Limit \$0.00  
  
Credit Limit \$9,600  
Available Credit \$8,762  
Cash Advance Limit \$4,800  
Available Cash Limit \$4,800  
Statement Closing Date 05/05/2010  
Days in Billing Cycle 30

### Payment Information

New Balance \$837.05  
Minimum Payment Due \$20.00  
Payment Due Date 06/01/2010

Payment must be received by 5:00 PM  
local time on the payment due date.

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay up to a \$39 late fee and your APRs may be increased up to the variable Penalty APR of 28.99%.

Sett Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	4/08	N9154261	Payments, Credits & Adjustments	
	4/08	N9153401	CITIBANK CONDITIONAL CREDIT FOR DISPUTE	-99.95
			CITIBANK CONDITIONAL CREDIT FOR DISPUTE	-399.99
	4/09	2W3CHBPW	Standard Purch	
	4/09	*W3CHBPW	CLASSIFIED AUTO SERVIC HENDERSON NV	99.95
			CLASSIFIED AUTO SERVIC HENDERSON NV	399.99

ZUSHO ATTACHMENT B

SEND PAYMENTS TO:  
PLEASE REFER TO THE REVERSE SIDE OF THE ORIGINAL STATEMENT FOR PAYMENT INFORMATION.

101



00 V1 1105 2 MC 4

KELLI L ZUSHO

Statement Date	Post Date	Reference Number	Activity Since Last Statement	Amount
----------------	-----------	------------------	-------------------------------	--------

## \*\* Citi Cash Rebate Program \*\*

Special Category Dollars	
Gas, Groc, Drug, Conv Store, Cable, Util	3.16
Total Special Category Dollars Earned	3.16

## \*\*\*\*Dividend Dollars Summary\*\*\*\*

Previous Statement Dividend Dollars Total	0.00
Base Dividend Dollars Earned	6.19
Special Category Dividend Dollars Earned	3.16
Total Dividend Dollars Earned this period	9.35
Total Dividend Dollars Available	9.35

If your 'Total Div Dollar Available' balance is at least \$50, call us at 1-866-676-4672 or go to [www.citicards.com](http://www.citicards.com), so that we may send you a check.

Important information about your annual fee Remember, if you make \$2,400 in purchases before March 31, 2011, the fee will be credited back to your account. That's an average of \$200 each month. Simply use your card for everyday purchases and see how easily it adds up.

The Credit CARD Act of 2009 helps protect your rights. We believe it is important for our valued customers to understand these changes, most of which went into effect in February 2010. See how this new legislation affects you at [www.newcreditcardlaws.citicards.com](http://www.newcreditcardlaws.citicards.com)

Get the most out of managing your account online! Monitor your spending by viewing recent card activity and balances. Reduce your paper clutter and switch to Paperless Statements. You can also pay your bill online, set up customized alerts and more. Sign on now at [citicards.com](http://citicards.com)

Rate Summary	Balance Subject to Interest Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$0.00	0.01915%(D)	6.990%	6.990%
ADVANCES				
Standard Adv	\$0.00	0.04997%(D)	18.240%	18.240%

ZUSHO ATTACHMENT B

SEND PAYMENTS TO:

PLEASE REFER TO THE REVERSE SIDE OF THE ORIGINAL STATEMENT FOR PAYMENT INFORMATION.

101

Citi(R) Cards  
P.O. Box 6013  
Sioux Falls, SD 57117-6013

June 10, 2010

KELLI L ZUSHO

REDACTED  
REDACTED  
VAN NUYS, CA  
91423-1152

ACCOUNT NUMBER  
REDACTED

Dear KELLI L ZUSHO:

This letter concerns the transaction described below made with account number [REDACTED].

Date	Amount	Description
04/09/2010	\$399.99	CLASSIFIED AUTO SERVICE HENDERSON NV

A copy of the merchant's response is enclosed.

Based on the information available at this time, we have closed our investigation and reversed our credit. If you still wish to dispute this charge, please return this letter with the following request:

Please review the enclosed information from the merchant. Please provide a new signed detail letter. You will need to provide the proof of the cancellation per merchant's terms and conditions. You will need to provide the dates and details of contacting the merchant and the merchant's response to your request for credit. Also provide any other documentation you have that supports your position.

To continue disputing this charge, please return this letter with the requested information by 07/04/2010. Our fax number is 603-330-6721. This number is available Monday - Friday, 6:00 a.m. - 11:00 p.m. Central Standard Time.

While we realize your account may be in good standing, Federal Regulations require us to remind you that we may report your account as past due to the consumer reporting agencies listed below if we do not receive the minimum payment by the due date shown on your billing statement.

Experian	TransUnion LLC	Equifax Credit Information Ctr
PO Box 749029	Consumer Relations Ctr	5505 Peachtree Dunwoody Rd
12606 Greenville Ave	2 Baldwin Place	Suite 600
Dallas, TX 75374-9029	PO Box 1000	PO Box 740241
	Chester, PA 19022	Atlanta, GA 30374-0241

Sincerely,

*S. Larson*

S. Larson  
Customer Service  
FEDERAL REGULATIONS REQUIRE THE STATEMENT PRINTED ON THE REVERSE SIDE.  
Enc.

/RPLTRE/LQ/SD/RP/6009/sder187/D-REDACTED//



ZUSHO ATTACHMENT C

Citi(R) Cards  
P.O. Box 6013  
Sioux Falls, SD 57117-6013

June 10, 2010

KELLI L ZUSHO

REDACTED  
REDACTED

YAN ROYS, CA  
91423-1152

ACCOUNT NUMBER

REDACTED

Dear KELLI L ZUSHO:

This letter concerns the transaction described below made with account number [REDACTED]:

Date	Amount	Description
04/09/2010	\$99.95	CLASSIFIED AUTO SERVIC HENDERSON NV

A copy of the merchant's response is enclosed.

Based on the information available at this time, we have closed our investigation and reversed our credit. If you still wish to dispute this charge, please return this letter with the following request:

Please review the enclosed information from the merchant. Please provide a new signed detail letter. You will need to provide the proof of the cancellation per merchant's terms and conditions. You will need to provide the dates and details of contacting the merchant and the merchant's response to your request for credit. Also provide any other documentation you have that supports your position.

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While we realize your account may be in good standing, Federal Regulations require us to remind you that we may report your account as past due to the consumer reporting agencies listed below if we do not receive the minimum payment by the due date shown on your billing statement.

Experian PO Box 749029 12606 Greenville Ave Dallas, TX 75374-9029	TransUnion LLC Consumer Relations Ctr 2 Baldwin Place PO Box 1000 Chester, PA 19022	Equifax Credit Information Ctr 5505 Peachtree Dunwoody Rd Suite 600 PO Box 740241 Atlanta, GA 30374-0241
--	---	--

Sincerely,

*S. Larson*

S. Larson  
Customer Service  
FEDERAL REGULATIONS REQUIRE THE STATEMENT PRINTED ON THE REVERSE SIDE.

ENC.

/RPLTBE/L0/SD/RP/6009/sdcr187/RE [REDACTED]//



ZUSHO ATTACHMENT C

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### Consumer Sentinel Network Complaints

Record # 1 of 1 Consumer Sentinel Network Complaints			
Reference Number:	26865687	Originator Reference Number:	
Language:	English	Contact Type:	Complaint
Source:	Consumer	DNC?	N
Comments:	<p>I, Hironori Zusho received the phone call from "Auto Marketing Group" (AMG) on 4/9/10. We believe AMG found my contact information via Craigslist.org where I had my car posted for sale. AMG sales agent told me over the phone: "There were 2 people who are willing to purchase my car." AMG will guarantee to sell the car within a few days to one of the buyers otherwise they will give me a \$399.99 refund guarantee. So, I agreed and "Classified Auto Service" (CAS) charged \$399.99 and \$99.95, the total of \$499.94 on my credit on the same day (4/9/10). However, we did not receive a call from any buyer or AMG sales agent the following week so I called CAS (888) 549-2001 that was stated on my email receipts but the phone number was disconnected. Since AMG's sales agent never called back and I could not reach CAS, I called Citicard to dispute the charges. Although Citicard understood the circumstances, they cannot charge back since AMG claimed that I did not cancel the service. When I called AMG to cancel, they told me that they not refund since I sold my car by myself. The AMG sales agent promised me: 1. The buyer or AMG agent will contact me within a few days. 2. If AMG does not sell my car, AMG will refund. Since AMG did not respond, I had to sell my car by myself. AMG agent did not explain that I cannot sell my car myself. AMG and CAS are committing a perfect crime. They are taking full advantage of the legal system so that the consumer or government will not be able to fight back. I am contacting you in hopes of not only obtaining a refund for myself but also to help prevent other consumers from getting scammed by AMG or CAS. In addition, There are many victim of AMG are out there. I sincerely appreciate your attention to this matter and I hope that you can take action on my behalf. -----The following links are top 20 search results of the voice of victims and consumers. You can also find the followings by Google with keywords "Auto Marketing Group Scam".</p> <p><a href="http://www.ripoffreport.com/auto-advertising-services/auto-marketing-group/auto-marketing-group-is-a-co-aa6b5.htm">http://www.ripoffreport.com/auto-advertising-services/auto-marketing-group/auto-marketing-group-is-a-co-aa6b5.htm</a> <a href="http://www.my3cents.com/showReview.cgi?id=74878">http://www.my3cents.com/showReview.cgi?id=74878</a> <a href="http://www.canadiandriver.com/forum/index.php?action=printpage;topic=66199.0">http://www.canadiandriver.com/forum/index.php?action=printpage;topic=66199.0</a> <a href="http://www.m5board.com/vbulletin/e39-m5-e52-z8-discussion/153729-has-anyone-heard-auto-marketing-group.html">http://www.m5board.com/vbulletin/e39-m5-e52-z8-discussion/153729-has-anyone-heard-auto-marketing-group.html</a> <a href="http://www.webhostingtalk.com/showthread.php?t=932415">http://www.webhostingtalk.com/showthread.php?t=932415</a> <a href="http://www.gtcars.ca/online/general-car-talk/267902-auto-marketing-group-scam-beware.html">http://www.gtcars.ca/online/general-car-talk/267902-auto-marketing-group-scam-beware.html</a> <a href="http://www.viperalley.com/forum/anything-goes/84969-automarketinggroup-scam-auto-marketing.html">http://www.viperalley.com/forum/anything-goes/84969-automarketinggroup-scam-auto-marketing.html</a> <a "="" href="http://www.dieselttruckresource.com/dev/automotive-marketing-group-&lt;/a&gt;&lt;/p&gt; &lt;/td&gt;&lt;td data-kind="></a></p>		

REDACTED

ZUSHO ATTACHMENT D  
TRO EXH 10

265294.html?s=3e837fda76dd6c8853dd1c2675951ea4&t=265294http://www.honda-tech.com/showthread.php?t=2705219. PS9000: Automobile Advertisement Other-Other UpdateMAIL UPD_09.28.2010. The report was forwarded by the CT Dept of Consumer Protection which sent a copy of the same complaint against Auto Marketing Group. Bayala			
Entered By	FTCCIS-FTCUSER	Entry Date	6/28/2010
Updated By	BAYALA	Updated Date	9/28/2010
Complaint Source	PUBLIC USERS - CIS	Product Service Codes	Telemarketing, Other
Amount Requested	\$500.00	Amount Paid	\$500.00
Payment Method	MasterCard Credit Card	Agency Phone Contact	
Complaint Date	9/28/2010	Transaction Date	4/9/2010
Initial Contact	Phone Call: Mobile/Cell	Initial Response	Answer cold call
Statute/Rule	Telemarketing Sales Rule	Law Violation	TSR: Other Deception or Abuse (note in comments)
Topic		Dispute with Credit Bureau?	
Dispute with Credit Bureau Responded?	N	Dispute with Credit Bureau Resolved to Satisfaction?	N

Complainant	
Complaining Company/Org.	
First Name	Hironori
Last Name	Zusho
Address 1	REDACTED REDA
Address 2	
City	Sherman Oaks
State/Prov	California
ZIP	91423
Country	UNITED STATES
Home Number	REDACTED
Work Number	
Fax Number	
Ext	
Email	REDACTED
Age Range	REDA
Subject	
Subject	Auto Marketing Group
Address	7260 West Azure Dr. #140-762
City	Las Vegas
State/Prov	Nevada
ZIP	89130
Country	United States
Email	customerservice@automarketinggroup.com
URL	www.automarketinggroup.com
Area Code	888
Phone Number	7603426
Ext	
Representative Name	Hunter
Title	

[Back to Search Results](#) [Redacted Version](#)

REDACTED

DECLARATION OF KEN BERNET

ORIGINAL

1. My name is Ken Bernet. I live in Scappoose, Oregon. The following statements are within my personal knowledge and if called upon as a witness I could and would testify thereto.
2. In late August of 2011 I posted an ad on Craigslist to sell my 2003 Subaru Forester 25X. I listed it for \$9,750. I included my phone number in the ad. Within an hour of the posting I received a call from a woman named Vanessa who said she represented a company called Vehicle Stars ("VS").
3. Vanessa told me that VS matched car buyers with sellers nationwide and could help me sell my car quickly. She explained that VS was in contact with buyers all over the country, and that they had an extensive marketing system as well as a financing branch. She told me that since she was based in Seattle and covered sales in the Northwest, she already knew of two potential buyers in the Portland metro area who were looking for a Subaru Forester. She said that if I signed up with VS, the buyers would contact me to test drive my car and then a VS representative would meet us at a bank and arrange the financing for the sale.
4. I asked her how VS' services would work. She explained that VS offered car loans to people with low credit scores or other financing challenges, and that VS also marketed vehicles on their website. She said that VS charged sellers a \$399.99 marketing fee, but that if I paid for an additional \$100 insurance option, I would be guaranteed a refund of the \$399.99 in the unlikely event that the vehicle didn't sell within 90 days.
5. I told her that I was going out of town for a week and would have to think it over. She told me to check out VS' website, vehiclestars.com. I looked at their website, and it was fairly reassuring. They appeared to have hundreds of vehicle listings, apparently all over the

1 country, and the website appeared to be functional and professional. I felt more confident that  
2 VS was a legitimate marketing company.

3 6. Vanessa called me back about a week later when I was back in town. She again mentioned  
4 the optional \$100 insurance option. She assured me that almost all of the cars that VS lists  
5 sell within 90 days. She reiterated that in the rare instances where that isn't the case, the  
6 insurance guarantees that the \$399.99 fee is refunded to the seller. Vanessa also told me that  
7 my asking price was a little below "blue book value." She suggested that I list it with VS at a  
8 higher price, and that way the fee I paid to VS wouldn't really come out of my pocket. I told  
9 her that I didn't think that was necessary -- I thought my asking price was fair.  
10

11 7. Vanessa told me that the since VS already had buyers lined up who were interested in a car  
12 like mine, it should only take a few <sup>DAYS</sup> ~~weeks~~ to sell. She said that I would simply need to  
13 provide a credit card for payment of the fee, and then VS would post my vehicle photo and  
14 information on their online marketing system. She told me that the only written contract was  
15 available for review on their website, and I didn't even need to fill out any paperwork. I gave  
16 her my Visa information and authorized the charge for \$499.99.  
17

18 8. After this call I waited to hear from VS or from a buyer sent by VS. Weeks passed with no  
19 contact from either anyone at VS or from any buyer. I began to have my doubts about signing  
20 up with VS.  
21

22 9. I went back to the VS website to see what the refund process would be. It turned out that  
23 there were several steps, and I couldn't even start the process until 90 days after VS first listed  
24 my car.  
25

26 10. During the 90 days I called VS and asked for Vanessa several times. I was never able to  
27 speak with Vanessa again, but I did speak with Michelle, her assistant. Michelle told me a  
28



1 different story every time I spoke with her. First she told me that there had been 13 inquiries  
2 about my vehicle, and that VS was checking out five of them as potential buyers. I didn't  
3 hear back for several days so I called again, and this time Michelle told me that there were 17  
4 inquiries. I was pretty skeptical about that. I called again, several times, and spoke to  
5 different representatives who gave me conflicting stories about whether or not a buyer was  
6 still interested, or how long the process would take, or that the sale would go through within a  
7 few days.  
8

9 11. By the time a month had passed, I figured that VS had scammed me. I'd never been a victim  
10 of a scam before and I had thought that I was a pretty cautious and careful customer, but these  
11 guys seemed to have taken me. I figured that the \$100 was a loss, and decided I would just  
12 bide my time until I could get the \$399.99 back.  
13

14 12. When I believed I was finally eligible to apply for a refund, during a one week window at the  
15 end of the 90 days period, I made sure to follow all of the instructions to the letter. I filled out  
16 a refund request form, got notarized proof that I still owned my car, and sent all of the  
17 documents to VS by certified mail to ensure that they were received no later than seven days  
18 after the end of the 90 day marketing period. I followed all of the detailed instructions to a T.  
19 I have a certified mail receipt dated November 28, 2011. Before going to the post office to  
20 mail my documents, I called VS to make sure that I had done everything correctly. I spoke  
21 with a representative and read her my notarized proof of ownership, and described the steps I  
22 was taking to make sure that my refund was processed. She told me that everything sounded  
23 okay, but that even if there were any errors or missing documents I would still get my refund  
24 eventually as long as I sent the refund request to VS within the one-week window.  
25  
26  
27  
28

1 13. According to the refund policy on the VS website, it takes six to eight weeks for a refund to  
2 be processed. After I had waited eight weeks, I had not received a refund check nor did I get a  
3 refund credited to my Visa. After eight weeks, I began calling VS ask about the status of my  
4 refund. I was given the runaround -- just one excuse after another for why I hadn't gotten it.  
5 One person even blamed it on the economy.  
6

7 14. I called and called VS over the next several weeks; I bet I called at least 30 times. I tried  
8 every strategy I could think of -- I was polite, I was rude, I was angry, I was reasonable. I  
9 never got a straight answer and I never got a refund. I finally filed a complaint with the  
10 Oregon Department of Justice on March 23, 2012. A true and correct copy of this complaint  
11 is attached to this declaration as Attachment A. Even if I never get my money back, I hope  
12 someone can put a stop to this scam.  
13  
14

15 I declare under penalty of perjury that the foregoing is true and correct. Executed \_\_\_ day of  
16 7/9, 2012, at Scappoose, Oregon.  
17

18 

19 Ken Bernet  
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<b>Record # 12 of 20 / Consumer Sentinel Network Complaints</b>			
<b>Reference Number:</b>	36421832	<b>Originator Reference Number:</b>	FF2790-12
<b>Language:</b>	English	<b>Contact Type:</b>	Complaint
<b>Source:</b>	Organization	<b>DNC?</b>	N
<b>Comments:</b>	<p>DETAILS — I ADVERTISED MY CAR ON CRAIGS LIST, GOT A CALL WITHIN THE HOUR FROM A CO. THAT MATCHES BUYERS AND SELLERS. CHECKED OUT THEIR WEBSITE, AND CALLED THEM BACK AND SIGNED UP. PAID \$499.99, WITH 399.99 BEING REFUNDABLE IF THE CAR DIDNT SELL WITHIN 90 DAYS. WAS TOLD THEY ARE A NATIONWIDE CO. THAT MAKES AUTO LOANS TO PEOPLE WITH LOWER CREDIT SCORES. THE PERSON I TALKED TO SAID SHE WAS IN SEATTLE, AND THAT TWO PEOPLE IN THE PORTLAND METRO AREA WERE LOOKING FOR A SUBARU IN MY PRICE RANGE. THIS WAS IN SEPTEMBER. I HAVENT HEARD FROM THEM SINCE. I CALLED THEM A HALF DOZEN TIMES AND WAS TOLD CONFLICTING STORIES ABOUT HOW MANY PEOPLE WERE IN THE LOOP, AND THE CAR WOULD BE SELLING ANY DAY. A MONTH INTO THE THING I KNEW IT WAS A SCAM, BUT BASED ON THE REFUND POLICY, I HAD TO WAIT 90 DAYS, FOR THEM TO LEGALLY RIP ME OFF FOR 100 BUCKS. AFTER 90 DAYS, I FOLLOWED THE REFUND POLICY TO THE LETTER. I HAVE THE CERTIFIED MAIL RECEIT DATED 11/28/2011 THEY SIGNED. THEIR REFUND POLICY SAYS ALLOW 6 TO 8 WEEKS FOR REFUND. I CALLED THEM AFTER 8 WEEKS AND WAS TOLD IT WAS DUE TO THE ECONOMY. PLEASE HELP ME GET MY MONEY BACK. — Consumer description: Consignee failed to pay consignor or otherwise mistreated consignor</p>		
<b>Data Reference:</b>			
<b>Entered By:</b>	OR01-USER	<b>Entry Date:</b>	3/23/2012
<b>Updated By:</b>		<b>Updated Date:</b>	
<b>Complaint Source:</b>	Oregon, Department of Justice	<b>Product Service Code:</b>	Auto: Sales - Used
<b>Amount Requested:</b>		<b>Amount Paid:</b>	\$399.99
<b>Payment Method:</b>		<b>Agency Contact:</b>	External Agency
<b>Complaint Date:</b>	3/23/2012	<b>Transaction Date:</b>	
<b>Initial Contact:</b>		<b>Initial Response:</b>	
<b>Statute/Rule:</b>		<b>Law Violation:</b>	
<b>Topic:</b>		<b>Dispute with Credit Bureau?:</b>	
<b>Dispute with Credit Bureau - Responded?:</b>		<b>Dispute with Credit Bureau - Resolved to Satisfaction?:</b>	
<b>Member of armed forces or dependent?:</b>			
<b>Consumer Information</b>			
<b>Consumer</b>			
<b>Complaining Company/Org:</b>			
<b>First Name:</b>	KEN	<b>Last Name:</b>	BERNET
<b>Address 1:</b>			
<b>City:</b>	SCAPPOOSE	<b>State:</b>	Oregon
<b>Zip:</b>	97056	<b>Country:</b>	UNITED STATES
<b>Home Number:</b>			
<b>Fax Number:</b>			
<b>Email:</b>			
<b>Military Service Branch:</b>			
<b>Soldier Station:</b>			
<b>Subject</b>			
<b>Subject:</b>	Vehicle Stars		
<b>View Similar</b>			

BERNET ATTACHMENT A

<b>Complaints</b>			
<b>Address:</b>		1007 N FEDERAL HWY #6002	
<b>City:</b>	Ft Lauderdale	<b>State/Prov:</b>	Florida
<b>ZIP:</b>	33304	<b>Country:</b>	United States
<b>Email:</b>		<b>URL:</b>	
<b>Area Code:</b>	888	<b>Phone Number:</b>	9782770
<b>Ext:</b>			
<b>Representative Name:</b>		<b>Title:</b>	

BERNET ATTACHMENT A